Request for Proposal # 2018-006

Water Treatment

Due Date: August 15, 2017
Time: 2:00 pm EST
Receipt Location: Government Center
Administrative Services Procurement Division
500 N. Main Street, Suite #709
Monroe, NC 28112

Pre-Proposal Meeting – See page 2 for details

Procurement Contact Person
Name: David Shaul
Title: Procurement Specialist
E-mail: david.shaul@unioncountync.gov
Telephone: 704.283.3601
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBMITTAL DEADLINE &amp; ADDENDUM INFORMATION</td>
<td>1</td>
</tr>
<tr>
<td>PURPOSE</td>
<td>3</td>
</tr>
<tr>
<td>DESCRIPTION OF SERVICES DESIRED</td>
<td>4</td>
</tr>
<tr>
<td>DETAILED SUBMITTAL REQUIREMENTS</td>
<td>6</td>
</tr>
<tr>
<td>EVALUATION CRITERIA</td>
<td>8</td>
</tr>
<tr>
<td>GENERAL CONDITIONS &amp; REQUIREMENTS</td>
<td>9</td>
</tr>
<tr>
<td>APPENDIX A – PRICING FORM</td>
<td>14</td>
</tr>
<tr>
<td>APPENDIX B – PROPOSAL SUBMISSION FORM</td>
<td>15</td>
</tr>
<tr>
<td>APPENDIX C – ADDENDUM RECEIPT &amp; ANTI COLLUSION</td>
<td>16</td>
</tr>
<tr>
<td>APPENDIX D – IRAN DIVESTMENT CERTIFICATE</td>
<td>17</td>
</tr>
</tbody>
</table>
SUBMITTAL DEADLINE AND ADDENDUM INFORMATION

Proposal Submission Deadline

Submittals shall be sealed and labeled on the outside “RFP# 2018-006 Water Treatment”. RFP’s are to be received by the Union County, Procurement Division by 2:00 p.m., August 15, 2017.

**Mail or hand-deliver submission packets to:**

Union County Government Building
Administrative Services, Procurement Division
500 North Main Street, Suite #709
Monroe, NC 28112
Attention: David Shaul, Procurement Specialist

The proposal must be submitted electronically on non-returnable CD or flash drive, and in printed form. One (1) original (mark “ORIGINAL COPY”) plus four (4) hard copies of the proposal must be submitted. The original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

Electronic (email) or facsimile submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to reject any or all proposals or to select the proposal, which in its opinion, is in the best interest of the County.

Proposal Questions

Proposal questions will be due on **August 2, 2017 at 5 pm** EST. The primary purpose of this is to provide participating firms with the opportunity to ask questions, in writing, related to the RFP. The County may respond with an addendum within five (5) calendar days.

Submit questions by e-mail to **David Shaul** at david.shaul@unioncountync.gov **by the deadlines shown above.** The email should identify the RFP number and project title. All questions and answers may be posted as addenda on www.co.union.nc.us and www.ips.state.nc.us.

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.
Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Proposer on Appendix A, Price Form and Anti-Collusion form.

**Pre-Proposal Meeting**

A Pre-Proposal meeting will be held at the time and location listed below. The meeting is not mandatory, but proposers are highly encouraged to attend to ensure a full understanding of the County’s needs.

**DATE:** July 27, 2017  
**TIME:** 1:00 PM EST  
**LOCATION:** Lobby,  
500 N. Main St  
Monroe, NC 28112
PURPOSE

Introduction

Union County (hereafter the “County”) through its Public Works Department, Environmental Management & Facilities Division, is seeking proposals for Water Treatment.

County

Union County, North Carolina (population 212,756) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

The County currently operates 6 buildings throughout Union County that utilize hot water (HW), chilled water (CHW), or condenser water (CW) loops for environmental heating/cooling.

Project Scope

The County is requesting proposals from qualified contractors to provide a complete Water Treatment program. The water treatment program will include all heating water systems, all cooling towers and all chilled water systems. In addition, the water treatment program will include all products, any required equipment and professional consulting services to accomplish the following:

- Reduce fuel and electrical consumption through improved heat transfer efficiency. This is accomplished by minimizing scale, corrosion, fouling and microbiological growth which create deposits on heat transfer surfaces

- Minimize repair and maintenance costs associated with replacement and cleaning of equipment due to scale, corrosion, fouling or microbiological activity

- Provide professional, knowledgeable and involved sales/service personnel to ensure program success

- Accurately monitor program results and communicate appropriate recommendations with quantifiable business oriented justifications

- Provide competitive water treatment program costs
Description of Services Desired

Preventative Maintenance Program

The selected water treatment contractor shall service the equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays).

The selected contractor shall perform the following services:

- **Program Administration** – contractor shall maintain an Administration Notebook which shall contain, at the very least, all control test procedures, log sheets, product bulletins, feed and control equipment specifications and service reports.

- **Contractor shall maintain notebooks containing Material Safety Data Sheets (MSDS) for all chemicals used. A notebook will reside at each facility where treatments are provided.**

- **Microbiological testing** – contractor shall provide monthly testing to ensure good microbiological control without overfeeding biocide. Water systems shall be treated as required with minimal Union County staff assistance.

- **Contractor shall inspect equipment and provide an annual written report detailing the inspection result.**

- **Contractor shall provide chemicals compatible with existing chemicals in the system.** Chemicals currently in use are:
  - Corrosion Inhibitor: TT412TREAT
  - Biocide A: Kathan 150
  - Biocide B: Bromax 7
  - CHW Inhibitor: CT512
  - HW Inhibitor: CT512
• Contractor shall perform monthly testing and treatments on the building as follows:
  o Government Center, 500 N Main St, Monroe    HW, CHW, CW
    (2) 2340 MBH Boilers;
    (1) 450 Ton Water-Cooled Chiller;
    (1) 450 Ton Roof Cooling tower
  o Judicial Center, 400 N main St, Monroe        HW, CHW, CW
    (3) 2340 MBH Boilers;
    (1) 450 Ton Water-Cooled Chiller;
    (1) 450 Ton Cooling tower
  o Union West Library, 1223 Unionville-Indian Trail, Indian Trail   HW
    (1) 400 MBH Boiler
  o Main Library, 316 E Windsor St, Monroe        HW, CHW
    (1) 850 MBH Boiler;
    (1) 120 Ton Air-Cooled Chiller
  o UCPW Operations Center, 4600 Goldmine Rd, Monroe CHW
    (1) 30 Ton Air-Cooled Chiller
  o Human Services*, 2330 Concord Ave, Monroe     HW, CHW, CW
    (2) 1750 MBH Boilers;
    (2) 200 Ton Water-Cooled Chillers
    (1) 6000 MBH Cooling Tower
• Contractor shall perform annual Legionella testing of the cooling towers at:
  o Government Center, 500 N Main St, Monroe
  o Judicial Center, 400 N Main St, Monroe
  o Human Services, 2330 Concord Ave, Monroe
• Contractor shall be responsible for handling and disposing of chemical drums or containers
• Contractor shall certify that the chemicals/products recommended and installed for water treatment will not endanger the health or safety of persons handling the material, or damage real or personal property when used in accordance with established written procedures provided by the contractor.

* NOTE: Human Services Building is currently under construction with completion anticipated in late 2017/early 2018
DETAILED SUBMITTAL REQUIREMENTS

Proposal Format

Proposers should prepare their proposals in accordance with the instructions outlined in this section. Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only.

The proposal should be organized into sections:

- **Tab A** for Cover Letter / Executive Summary
- **Tab B** for Company Information;
- **Tab C** Staffing resumes;
- **Tab D** for References;
- **Tab E** for Proposed Pricing; and
- **Tab F** for Required Signature Forms.

Omissions and incomplete answers will be deemed unresponsive. Please initial any corrections.

A. **Cover Letter / Executive Summary**

An executive Summary including the name, address, email address, and any other pertinent information about the firm. The summary must be signed by an individual authorized to contractually bind the firm and include an expression of the firm’s ability and desire to meet the requirements of the request for proposal. The Executive Summary should not exceed two (2) pages.

Each Company shall make the following representation and warranty in the cover letter/executive summary, the falsity of which might result in rejection of its proposal: “The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

B. **Company Information**

Include a description of the firm’s background, its organizational structure, length of time in business, assets available to meet County service requirements, and experience in providing the type of services solicited herein.

C. **Staffing**

Include responsible technician resumes, years of experience and licenses held.
D. References
List three (3) service references for similar sized systems currently serviced by your company. Provide address, contact name and telephone numbers.

E. Proposed Pricing
Complete the pricing form, Appendix A

F. Required Signature Forms
Proposers should include signed copies of the following documents:
- Proposal Submission Form, Appendix B
- Addendum Receipt and Anti-Collusion Form, Appendix C
- Iran Divestment Certificate, Appendix D

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EVALUATION CRITERIA

Evaluation of Proposals

The County reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality, performance of the services proposed, and cost.

Evaluation Committee will make a selection based on criteria listed below (no particular order) and other relevant RFP information. Evaluation factors will include, but are not limited to, the following:

- Demonstrated ability to provide the services,
- References
- Price/Cost
- Compliance with the information listed in the RFP

If a large number of proposals are received, the County reserves the right to review the proposals using a tiered evaluation system. All proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as a finalist and receiving a full evaluation as outlined above.

Award Procedures

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal. The County reserves the right to accept or reject any and all proposals, to waive any informality in proposals, and unless otherwise specified in writing by the Proposer, to accept any items in any proposal. The County may, at its discretion, require **one or more** proposers to appear before an evaluation committee for an interview or to make a presentation. During such interview, the contractor may be required to orally and otherwise present its proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers will be notified in advance of the time and format of such meetings. Since Union County may choose to award a contract without engaging in discussions or negotiations, the proposal submitted shall define each proposer’s best offer for performing the services described in this RFP.

The commencement of such discussions, however, does not signify a commitment by Union County to execute a contract or to continue discussions. The County may terminate discussions at any time and for any reason.
A proposal may be rejected if it is incomplete. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

As the County may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The County reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.

County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Proposer's proposal as negotiated.

GENERAL CONDITIONS AND REQUIREMENTS

Terms and Conditions

The County desires a service agreement with an initial term of three (3) years from the effective date. The County would have, at its sole discretion, two (2) one-year renewal options. Either party may cancel this agreement by providing 30 days written notice prior to the expiration of the contract period.

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

Union County has the right to reject any or all proposals, to engage in further negotiations with any firm submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

All payroll taxes, liability and worker’s compensation are the sole responsibility of the Proposer. The Proposer understands that an employer/employee relationship does not exist under this contract.
Sub-Contractor/Partner Disclosure

A single firm may propose the entire solution. If the proposal by any firm requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The firm submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

Modification or Withdrawal of Proposal

Prior to the scheduled closing time for receiving proposals, any Contractor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 90 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. The proposal will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked “Modification of Proposal – “2018-006 Water Treatment”. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

Insurance

At Awarded Bidder/Proposer’s (hereafter “Contractor”) sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS’ COMPENSATION

Statutory limits covering all employees, including Employer’s Liability with limits of:

- $500,000 Each Accident
- $500,000 Disease - Each Employee
- $500,000 Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

- $2,000,000 General Aggregate
- $2,000,000 Products/Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal and Advertising Injury Limit
- $5,000 Medical Expense Limit
C. COMMERCIAL AUTOMOBILE LIABILITY

$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY

$1,000,000 Per Occurrence

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

Additional Insurance Requirements

A. Contractor’s General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.**

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

D. Union County shall have no liability with respect to Contractor’s personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

E. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify Union County’s Risk Manager, at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

F. The Certificate of Insurance should note in the Description of Operations the following:
G. Insurance procured by Contractor shall not reduce nor limit Contractor’s contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. Certificate Holder shall be listed as follows:

Union County  
Attention: Risk Manager  
500 N. Main Street, Suite #130  
Monroe, NC 28112

I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

**Indemnification**

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

**Equal Employment Opportunity**

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.
Minority Businesses (MBE) or Disadvantaged Businesses (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

Licenses

The successful Contractor(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

E-Verify

E-Verify is the federal 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. Contractor shall ensure that Contractor and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

Iran Divestment Act Notice for Local Governments in North Carolina

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certify:

1. That the vendor is not identified on the Final Divestment List of entities that the State Treasures has determined engages in investment activities in Iran;

2. That the vendor shall not utilize on any contract with the State agency any sub-contractors that is identified on the Final Divestment List; and

3. That the undersigned is authorized by the Vendor to make this certification.

UNION COUNTY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL QUALIFICATIONS AND TO WAIVE ANY AND ALL TECHNICALITIES.
### APPENDIX A - PRICING FORM

**RFP # 2018-006**  
**Water Treatment**

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<tr>
<th>Chemical Name/No.</th>
<th>Generic Type</th>
<th>A) Dosage in pounds per 1,000 gal</th>
<th>B) Cost per pound</th>
<th>C) Cost per 1,000 gal (= A x B)</th>
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<tbody>
<tr>
<td>TT412TREAT</td>
<td>CORROSION INHIBITOR</td>
<td>______________ lb/M gal</td>
<td>___________ /lb</td>
<td>$ ___________</td>
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<tr>
<td>KATHAN 150</td>
<td>BIOCIDE</td>
<td>______________ lb/M gal</td>
<td>___________ /lb</td>
<td>$ ___________</td>
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<tr>
<td>BROMAX 7</td>
<td>BIOCIDE</td>
<td>______________ lb/M gal</td>
<td>___________ /lb</td>
<td>$ ___________</td>
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<tr>
<td>CT512</td>
<td>CHW &amp; HW INHIBITOR</td>
<td>______________ lb/M gal</td>
<td>___________ /lb</td>
<td>$ ___________</td>
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**OTHER COSTS (TEST KITS, REAGENT, ETC.)**  
USE ADDITIONAL SHEET IF NECESSARY

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**Company Name**

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UNION COUNTY GOVERNMENT RFP # 2018-006 WATER TREATMENT  
| Pg 14 |
APPENDIX B - PROPOSAL SUBMISSION FORM

RFP # 2018-006
Water Treatment

This Proposal is submitted by:

Provider Name: _________________________________________________________

Representative (printed): _________________________________________________

Representative (signed): _________________________________________________

Address: _______________________________________________________________

City/State/Zip: ____________________________________________________________

E-Mail Address: ___________________________________________________________

Telephone: ___________________________________(Area Code) Telephone Number

Facsimile: ___________________________________(Area Code) Fax Number

It is understood by the Proposer that Union County reserves the right to reject any and all Proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and rebid this RFP. Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

________________________________       ______________________
Authorized Signature           Please type or print name

________________________________       ______________________
Proposer                                             Date
APPENDIX C – ADDENDUM RECEIPT AND ANTI-COLLUSION

RFP # 2018-006  
Water Treatment

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

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I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

(Please Print Name)  
Authorized Signature  
Title  
E-Mail Address  
Company Name
APPENDIX D – IRAN DIVESTMENT CERTIFICATE

RFP # 2018-006
Water Treatment

Name of Vendor orBidder:

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the 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 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.