

Residential Solid Waste Collection and Disposal for the Town of Winterville

RFP Issue Date: January 31st, 2024
Mandatory Pre-Bid Conference and Tour: February 7th, 2024 @ 9:00 a.m.
Proposal Submission Deadline: February 20th, 2024 by 2:00 p.m.

All inquiries for information concerning the Request for Proposals shall be directed to:
Anthony Bowers, Assistant Town Manager
Town of Winterville
2936 Church St.
Winterville, NC 28590
252-756-2221, Ext. 2348
anthony.bowers@wintervillenc.com

Sealed proposals shall be mailed, or hand delivered to Winterville Finance Department at 2571 Railroad St, Winterville NC, 28590 and the envelope shall include the name of this Request for Proposals. It is the sole responsibility of the Firm to ensure that its response reached the Town of Winterville Finance Department by the designated date and hour indicated above.

In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services described in accordance with the attached signed response.

Firm Name_____	Date_____
Address_____	Phone_____
_____	Name (print)_____
	Signature_____

Introduction

The Town of Winterville (hereinafter, “the Town”) Solid Waste Collection services are a consistent year-round collection. Both trash and recycling are collected on a weekly basis for all residents and bulk is collected weekly on a scheduled basis. In fiscal year 2022-2023, solid waste collection tonnages totaled to 2,812 tons of garbage and 1,001 for recycling. We are exploring multiple options for recycling and have included alternate bid items to be priced out for consideration.

Scope of Work and Contract Requirements

- A. The Town desires to contract with a firm(s) or organization(s) (hereinafter, “the Contractor”) that provide solid waste residential collections, hauling, and disposal services. The term of this agreement will be for a minimum of a 3 (three) year (36 months) period beginning July 1, 2024, and concluding on or after June 30th, 2027, with the option of a contract renewal at the discretion of the Town of Winterville.

- B. Contractor must follow and abide by all Miscellaneous Terms and Conditions found in Attachment 1 titled "Miscellaneous Terms and Conditions".
- C. The firm must be able to complete the details of service as follows:
- i. Complete weekly collection of trash and recycling for **4,250 homes** with a current monthly household increase of about 10 new homes a month (120 additional homes per year currently)
 - ii. Capable of collecting recyclable materials the Town of Winterville already accepts for curbside collections (household recyclables)
 - iii. Collection assistance (backdoor service with carts completely returned to destination) for residents that require assistance (currently less than 20 households)
 - iv. Complete weekly routes for trash and recycling
 - v. Complete weekly routes, in full, regardless of delay circumstances; delays are acceptable but full cancellation of the service is not
 - vi. Work on already established routes the Town has in place for all trash, recycling, and collection assistance program addresses
 - vii. Supply an adequate number of vehicles and staff to complete weekly collections
 - viii. Services to take place Monday-Thursday starting no earlier than 6:00 AM
 - ix. Can service 96-gallon Toter carts and 48-Gallon Toter Carts
- D. Contractor must be able to follow current rules and guidelines of the Town's program. The Town would like to keep the program the same as it currently is.
- E. The Contractor may contain a provision providing for defaults in the service of the contract. Three months' notice will be given to cure all defaults in the service of the contract, or an option of termination will be used.
- F. The final contract will include an annual adjustment for inflation based on an established (Consumer Price index) or other such adjustment.
- i. Pricing update and adjustment for the Town shall take place at the beginning of each fiscal year starting July 1 of each year. The Town shall be notified no later than January 1 of each year in order to make proper accommodations for adjustments.
- G. The Contractor will provide adequate equipment to be utilized in the weekly residential collection of trash, recycle, and bulk waste. The Contractor will ensure there are additional vehicles in the circumstance a vehicle is not functioning or causing damages to roadways.

- H. The Contractor assumes all ownership and liabilities associated with the waste including the waste itself, transportation, and discharge of the waste at the approved facility both during and after collection.
- I. The Contractor is required to operate within the Town's Noise Ordinance guidelines and cannot operate during quiet hours. If Contractor starts services prior to 6:00 AM Monday-Friday, a request to return will be made.
- J. The Contractor shall abide by and adhere to the Town's Solid Waste Ordinance in addition the County's Solid Waste Operations Plans and rules. Failure to comply will result in substantial fines to be determined by the executed contract.
- K. The Contractor must comply with all rules and regulations established by local, state, and federal laws. The Contractor shall be responsible for all permits required to provide this service.
- L. The Contractor will provide all solid waste collection, hauling, and disposal services. The Contractor must provide enough vehicles and staff to collect all solid waste needs throughout the week within the collection needs of the Town.
- M. The Contractor shall designate a contact person or persons and provide contact information, including email, phone number, etc. where the individual(s) can always be reached during collection times, including holidays and weekends. The Contractor shall also supply contact information for the supervisor and dispatcher of the truck drivers for the Town. The contact person(s) just be able to review information for solid waste collections and provide feedback, as well as, to report any complaints or issues.
 - I. The contact shall communicate issues, complaints, delays, and other program relevant data to the Town immediately upon becoming aware of the issue/topic. Communications shall be made no later than 3:00 PM to allow the Town to notify citizens of delays.
 - II. The Contractor shall provide an annual schedule of holiday delays and interruptions the 1st of November every year so that the Town can publish the information prior to the New Year Holiday.
 - III. The Contractor must notify the Town of any changes in collection no less than 24 hours in advance with the exception of equipment failure at which point the Contractor should notify the Town immediately.
- N. The contractor must be equipped and ready to initiate the solid waste collecting, hauling, disposal, and management the Start Service date shown in the included Procurement Schedule, Table 1.
- O. The Contractor shall not sublet or assign this contract in whole or part without a written authorization from the Town.

- P. The Contractor is required to follow any local agreements between Pitt County and other surrounding municipalities including the Town of Winterville. The Contractor is required to follow the guidelines within this agreement including required location of disposal of product.
- Q. Compliance with Laws: The Contractor shall conduct operations under this contract in compliance with all applicable laws.
- R. The Contractor shall not discriminate against any person because of race, sex, age, race color, or national origin. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:
- i. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
Compliance with Regulations: The Contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Town of Winterville Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - ii. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - iii. Solicitations for subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - iv. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Whereas any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.
 - v. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as the Town may determine to be appropriate, including, but not limited to:

- i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - ii. cancellation, termination, or suspension of the contract, in whole or in part.
- II. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- S. The Contractor will indemnify, save harmless, and exempt the Town, its officers, agents, and employees from and against any and all law suites, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees incident to any work done in the performance of the contract arising out of a willful or neglect act or omission of the Contractor, its officers, agents, and employees; provided, however, that the Contractor shall not be liable for any suites, actions, legal proceedings, claims, demands, damage costs, expenses, and attorney's fees arising out of a willful or neglect act or omission of the Town, its officers, agents, and employees.
- T. Ensures proper disposal of materials in accordance to NC G.S. 130A-309.10 and other related regulations and laws and provide documentation of proper disposal and management when/if requested.
- U. The Contractor shall obtain and maintain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes, fees, and other documents required by the state of North Carolina, Pitt County, and the Town of Winterville.
- V. The Contractor shall, at all times during the contract, maintain, in full force and effect Workers Compensation including Employers Liability, Commercial General Liability including products and completed operations, specific contractual coverage to this agreement, Commercial Automobile Liability all through insurance carriers licensed in the state of North Carolina, with an AM Best Financial Rating of A-10 or better.
 - i. Before commencement of work hereunder, the Contractor agrees to furnish the Town certificates of insurance on the current standard ACCORD Certificate of Insurance Form listing the Town as an additional insured, and with the notification of cancellation provision to be amended to read "shall provide 30 days written notice should coverage be cancelled or having sustained a material change in coverage."
 - ii. For the purpose of this contract, the Contractor shall carry the following types of insurance at a minimum of the limits specified below:

- Workers Compensation – Coverage A – Statutory Limits/ Coverage B – Employer’s Liability \$1,000,000/\$1,000,000 Aggregate
- Commercial General Liability – Bodily Injury \$1,000,000 each occurrence/ \$3,000,000/ Annual Aggregate/ Property Damage \$1,000,000 each occurrence/\$3,000,000 /Annual Aggregate
- Commercial Automobile Liability- Bodily Injury \$1,000,000 each person/ \$3,000,000 each occurrence / Property Damage \$1,000,000 each occurrence
- Excess/Umbrella Liability- following form minimum coverage \$3,000,000 each occurrence

The above coverage may be provided by the Contractor’s parent corporation.

- W. The Contractor is responsible for the replacement/repair of any and all damages cause by the Contractors equipment and employees including any private residential property, vehicles, private business property, and Town property (including Town Carts that have been damaged or gone missing).
- X. The Contractor shall provide educational tagging of carts when a violation is witnessed by the vehicle operator or vehicle attendee. The violations are in accordance with the Town’s guidelines for violations.
- The Contractor shall provide a list of addresses where carts are in violation including a photo and description of the violation and of where carts are not out to service
 - The Contractor shall return to service an address if there is no proof of violation and if the resident is reporting a missed collection.
- Y. The Town reserves the right to enforce penalties for lack of service from the Contractor including incompleteness of weekly collection services, continued delays in service, negligence of collection for collection assistance program residents, damages of Town property, debris and littered not collected by Contractor, spills from collection program not cleaned or managed by the Contractor within 48 hours or reported spill, damages of residential properties not repaired/replaced, etc.
- Z. The Contractor shall take title to and ownership of the Town’s waste when the waste material is collected. The Contractor is solely responsible for collection and hauling of the collected waste to the approved dispose facility, for any cleanup costs for spillage, for litter control, for any liabilities arising out of accidents, and for any fees or fines connected with operations, transportation, or unloading. Additionally, the Contractor shall take title to and ownership of the Town waste upon its delivery to and burial at the landfill or delivery and processing to a Material Recovery Facility and its solely responsible for its disposal after that time, for all future closure

and post closure costs, for any liabilities arising out of accidents or remediation activities, and for any fees or fines connected with landfill or recycling facility operations.

AA. There will be an annual audit of the carts being serviced with a mutually agreed process that must include monitors from the Town of Winterville to ensure accuracy and true up of any billing differences. This will be scheduled in June of each year.

BB. The Contractor shall be responsible for distribution of new containers and for the replacement of old or damaged containers.

CC. NOTE**** Tipping fees are covered by the County and should not be included in the cost of providing the service.

Procurement Schedule

The Town plans to adhere to the following procurement schedule to the extent possible. Changes to the procurement schedule shall be at the sole discretion of the Town. Table 1 provides the major milestones of the RFP process.

Table 1 Procurement Schedule	
Activity	Date
RFP Released	January 31st, 2024
Mandatory Pre-Proposal Conference & Tour	February 7th, 2024 @ 9:00 a.m.
Last Day to Submit Questions	February 13th, 2024 by 5:00 p.m.
Addenda to RFP Issued (Anticipated and if necessary)	February 16th, 2024
Proposals Due	February 20th, 2024 by 2:00 p.m.
Interview Qualified Contractors	February 26th, 2024 (Tentative)
Recommendations to the Town Council	March 11th 2024
Award of Services	March 12 th , 2024 (Tentative)
Contract Agreement Approval Finalization Deadline	March 31st, 2024
Transition Period	June 1st, 2024
Start Services	July 1st, 2024

Selection Process

A. Evaluation

- i. **A mandatory pre-proposal conference and tour is scheduled to be held on February 7th, 2024, at 9:00 a.m. at the Town of Winterville Operation Center, 2936 S. Church St. Winterville, NC 28590.** Requests for conference calls will not be entertained. At the conference, representatives from the Town will be available to answer and explain the intent of this RFP. To the extent possible, the Town representatives will answer questions and concerns raised at that time. During this time, a tour of relevant program areas will be shown to help provide clarity on the needs of the collection program. After the conference, the Town representative will prepare and distribute, within one week of the end of question submittal period, written documentation to answer questions which were addresses at the conference that relate to the interpretation of, or changes to, the RFP documents that the Town or its representative deems appropriate for clarification.
- ii. Representatives from the Town will have the central responsibility for reviewing and evaluating all proposals submitted in response to this document.
- iii. A proposal may or may not be eliminated from consideration for failure to comply completely with one or more of the requirements, depending on their critical nature.
- iv. In evaluating proposals, the Town will consider all qualifications and experience of the subcontractors. In addition, the Town will consider whether or not the proposals comply with the prescribed requirements and such data as may be requested in the Fee Form or prior to the Notice of Award.
- v. The Town may conduct such investigations as the Town deems necessary to establish the responsibility, qualifications, and financial ability of the Contractor and proposed subcontractors to perform the work in accordance with the contract documents.

B. Factors of Evaluation

- i. The following criteria will be used to the proposals:
 - a. Completeness of information requested
 - b. References and reputation of Contractor
 - c. Quality and capability of organization
 - d. Project Approach
 - e. Suitability of disposal facility (as applicable)
 - f. Cost
 - g. Contract terms and conditions

Note: The above order of criteria does not imply an order of importance

C. Interviews

- i. The Town may select two or more Contractors on the basis of the aforementioned factors and request interviews to discuss in detail the project approach and services to be provided. The interview and the information obtained at that time will become as binding as the information in the proposal and shall be used to make the final determination of the Contractor.

D. Final Award

- i. The Town reserves the right to reject any or all proposals, including, without limitation, nonconforming, non-responsive, unbalanced, or conditional proposals. The Town further reserves the right to reject the proposal of any Contractor whom it finds, after reasonable inquiry and evaluation, to lack the capabilities to adequately provide the services requested.
- ii. The Town may also reject the proposal of any Contractor if the Town believes it would not be in the best interest of the program to make an award to that Contractor, The Town also reserves the right to waive all informalities including price or approach and to negotiate contract terms with the Contractor deemed to be most suitable for the work required.

If the contract/service is to be awarded, the Town will award the contract to the Contractor with the greatest overall benefit to the Town, price, and other factors considered.

Instructions to Bidders

- A. Please complete the enclosed forms (Appendix 1 and Appendix 2) and submit sealed proposals to **Town of Winterville, Attn: Anthony Bowers 2571 Railroad St. Winterville NC, 28590 no later than 2:00 p.m. February 20th, 2024.**

All proposals shall be sealed. The envelope containing the proposal will be clearly marked and identified as "RFP Proposal for Residential Solid Waste Collection and Disposal for the Town of Winterville". Please provide (1) original and (2) copies of the proposal. Electronic or faxed submissions will not be accepted.

- B. All proposals shall contain explicit assurance that all conditions of service and contract requirements contained herein will be met.
- C. The Contractor will provide rates in price per household per month for the completion of services for Residential Solid Waste Collection and Disposal for the Town of Winterville and the disposal of waste to approved Pitt County facilities or recycling processing facility costs. This fee is fixed for a minimum of one year at the rate provided by the Proposer and as

indicated in the Proposer's bid, (US dollars per household). Subsequently, any fuel expenses shall be calculated in the overall pricing. Please see the attached proposal form.

- D. Any exceptions to the conditions or specifications required by this proposal shall be explicitly listed.
- E. These are the minimum qualifications that a response must fulfill. However, exceptions to any conditions may be submitted as alternatives to the base proposal.
- F. The Town reserves the right to reject any or all proposals.
- G. The proposal shall contain the following information in the order presented herein:
 - i. Letter of introduction: The letter of introduction shall briefly describe the services that the company is proposing and any special exceptions or additions to the program as described. The letter should be signed by a representative capable of binding the company to a contractual obligation.
 - ii. Description of Firm: This section should describe the company including (at a minimum) its location, number of offices corporately, length of time in business (both corporately and for the actual office which will complete the work), corporate structure, number of employees, and relationship to a parent company if it is subsidiary. If any subcontractors are used, the same information should be provided for all subcontractors. The description of the disposal facility should be included here and included (at a minimum) the name of facility, operator, permit number, date facility operations began, estimated date of closure, tons per day received, brief description of liner system and one way distance from the Town.
 - iii. Qualification of Firm: This section should provide descriptions on the firm's qualifications to complete the work as proposed. At a minimum, this section should include a description of why this firm is uniquely qualified to complete the work and descriptions of at least three (3) projects for which the firm is providing similar services. North Carolina references are preferred but not mandatory. The descriptions should provide information on the type of project, equipment and personnel required, location and contact, contract amount, and any unusual services provided to the customer that may be of interest to the Town. In addition, at least four (4) references should be provided with project name, contact person, phone number, address, and relationship to the firm. If any subcontractors are to be used, they must also provide information on their qualifications in similar details.
 - iv. Project Approach: This section should provide a description of the services to be offered and the personnel and equipment requirements.

- v. Contractor's Bid Proposal and Qualifications Statement: The Contractor should complete the form provided in Appendix 1. The form shall be completed by each subcontractor as well.
- vi. Contractor's Bid Proposal shall be binding, except where noted, for a period of ninety (90) days after proposal due day.

For more information on the bid process or service requested, please contact Anthony Bowers Assistant Town Manager, Town of Winterville through his email at Anthony.bowers@wintervillenc.com

Residential Solid Waste Collection and Disposal for the Town of Winterville

APPENDIX 1: BID PROPOSAL AND QUALIFICATION STATEMENT

Town of Winterville, NC

Proposal for Residential Solid Waste Collection and Disposal for the Town of Winterville

Name of Contractor: _____

Years in Business: _____

A. Fees

Collection, Hauling, and Disposal operations (including all personnel, equipment, disposal and any other related costs, fees or charges associated with this contract)

The Contractor shall complete the work in accordance with the required sections of the Request of Proposal for a fee of:

1. Monthly Collection Costs (MSW)
2. Monthly Collection Costs (Recyclables)

Collect, Haul, Disposal Residential Waste Weekly 96 Gal Container	Cost per Household Per Month
MSW	\$
Recycling	\$

Alternate Bid 1. Recycling Pick up bi-weekly

Collect, Haul, Disposal Residential Recycling Every Other week 96 Gal Container	Cost per Household Per Month
Recycling	\$

Alternate Bid 2. Recycling Pick up bi-weekly

Collect, Haul, Disposal Residential Recycling Every Other week 48 Gal Container	Cost per Household Per Month
Recycling	\$

Alternate Bid 3. Large Recycling Container off Site Dumpster (No Route)

One Large Recycling Dump Container to be Located on Town Property capable of holding multiple types of Recyclable materials (Exchanged/dumped as needed/TBD)	Cost Per Month
Recycling	\$

Alternate Bid . Dump Site Containers

	Cost Per Month
4 CY Dumpster	\$
6 CY Dumpster	\$
8 CY Dumpster	\$

3. Comments or Questions pertaining to costs:

B. Subcontractors and Landfill Identification
(Contractor shall identify all Subcontractors and landfill facilities.)

List all Subcontractors, contact information and identify service(s) to be provided:

Landfill/ Transfer Station (List name, location, operator, permit holder, and permit number):

- C. List the following information for three (3) recent contracts of this nature that you have completed or currently hold (to be completed by Contractor and all Subcontractors):

Contract: _____

Name, Address & Telephone of Contact: _____

Contract: _____

Name, Address & Telephone of Contact: _____

Contract and Cost: _____

Name, Address & Telephone of Contact: _____

- D. Have you ever failed to complete work awarded to you? If so, state where and why (to be completed by Contractor and for all Subcontractors):

- E. Have you ever performed similar work under the direction of a Local Government? If so, list three such entities, giving a name, address, telephone number and the name of the project (List most recent projects) (to be completed by Contractor and all Subcontractors):

Local Government:

Name, Address & Telephone of Contact:

Local Government:

Name, Address & Telephone of Contact:

Local Government:

Name, Address & Telephone of Contact:

- F. Comments or Clarifications:

G. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town or its representatives in verification of the recitals compromising this statement of Contractor's qualifications.

H. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

Names of Corporate Officers, Partners or Individuals:

Authorized Signature: _____

Printed Name Above: _____

Title: _____

Date: _____

Attest (Signature): _____

Printed Name Above: _____

Title: _____

Date: _____

(Seal)

NON-COLLUSION AFFIDAVIT

State of North Carolina

Town of Winterville

I _____, being first duly sworn, deposes and says that:

He/She/They is/are the _____ of _____, the proposer that has submitted the attached proposal;

He/She/ They is/are fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connections with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Rutherford or any person interested in the proposed contract; and

The price or prices quoted in the attached proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Title

State of North Carolina

County of _____

Subscribed and sworn before me,
This ____ day of _____, ____

Notary Public

My commission expires _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

State of North Carolina

Town of Winterville

I, _____ (hereinafter the "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor 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 Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
 - a. YES _____
 - b. NO _____
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Rutherford County.

This ____ day of _____, 202__.

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 202__.

My Commission Expires:

(Affix Official/Notarial Seal)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment 1 – Miscellaneous Terms and Conditions

Miscellaneous Terms and Conditions

(a) Choice of Law and Forum. This contract shall be deemed made in Pitt County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice in Pitt County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed in any way to stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

Attachment 1 – Miscellaneous Terms and Conditions

(g) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as

follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.
- (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the Town and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise, the

singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

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(m) Iran Divestment Act. Contractor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

(n) Divestment from Companies that Boycott Israel. Contractor represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

(o) Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Winterville. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

(p) Standard Terms and Conditions. The Town of Winterville's Standard Terms and Conditions will govern all matters related to the goods and/or services provided by you or your company (the "Vendor") to the Town of Winterville (the "Town"). Additional Terms and Conditions stated on the face of a Town purchase order shall take precedence over any conflicting Standard Terms and Conditions stated. Any Terms and Conditions not stated, but incorporated by reference therein, shall be binding only if provided or signed by the Town and attached hereto. In the event that a binding written contract signed by both the Vendor and the Town exists, the Terms and Conditions of that contract shall supersede any conflicting Standard Terms and Conditions.

(q) Title VI.

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Winterville (hereinafter, "Town") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(r) Pre-Audit. This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Attachment 1 – Miscellaneous Terms and Conditions

(s) Non-appropriation clause. Contractor acknowledges that the Town of Winterville is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the Town of Winterville's obligations under this contract, then this contract shall automatically expire without penalty to the Town of Winterville thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town of Winterville shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Town of Winterville's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Town of Winterville's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Town of Winterville upon written notice to Contractor of such limitation or change in the Town of Winterville's legal authority.

(t) No pledge of taxing authority. The taxing power of the Town of Winterville is not pledged directly or indirectly to secure any monies due under this contract.

(u) No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, the Town of Winterville makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against the Town of Winterville.

(v) Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Winterville and the third parties regarding the subject matter of this Contract or Agreement.

(w) Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.