

**COUNTY OF RUTHERFORD
NORTH CAROLINA
REQUEST FOR PROPOSALS**

ISSUE DATE: **February 28, 2022**

RFP#: **2022-01**

TITLE: **Consulting Services — American Rescue Plan Act**

ISSUING DEPARTMENT: **County of Rutherford Planning Department
Attn: Danny Searcy
289 N. Main St.
Rutherfordton, NC 28139**

Sealed Proposals will be received until **12:00 pm EST Monday, March 28, 2022** from qualified firms for Consulting Services—American Rescue Plan Act for the County of Rutherford. All inquiries for information concerning Instructions for Proposals, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing only):

**Danny Searcy, Planning Director
289 N. Main St.
Rutherfordton, NC 28139
(828) 288-4501 (Telephone)
planning@rutherfordcountync.gov**

Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposal. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing 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 bid.

Firm Name: _____ Date: _____

Address: _____ Phone: _____

_____ By: _____
(typed)

By: _____
(signed)

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INSTRUCTIONS FOR PROPOSALS

- 1. Proposals shall be submitted to the Issuing Department on the enclosed Proposal Form. Proposals should include one (1) original and three (3) copies.** In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The County reserves the right to make an award in whole, or in part, and to reject any and/or all proposals, and to waive any informality in proposals unless otherwise specified by the Bidder. The Bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional bids or any irregularities of any kind.
- 2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, supplies, travel and incidentals associated with performing the services described herein shall have been determined and included in the proposal that may be incurred. After the RFP issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Danny Searcy via e-mail to danny.searcy@rutherfordcountync.gov. All questions concerning this RFP shall reference the RFP number, section, and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Bidders by issuance of an Addendum. **All written questions shall be e-mailed to danny.searcy@rutherfordcountync.gov no later than 10:00 am Monday, March 21, 2022. NO EXCEPTIONS.****
- 3. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, the Bidder should at once notify the Issuing Department, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the bidding shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof.**
- 4. Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no bids may be withdrawn until **90 days** after bid opening date. The County reserves the right to conduct any inspections, interviews and follow-up questions of the project Proposers the County deems advisable to ensure services and other matters, as appropriate, conform to specifications.**
- 5. All purchases for goods or services are subject to the availability of funds for this purpose.**
- 6. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.**
- 7. The County of Rutherford is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including but not limited to, race, religion, age, color, sex, national origin, or**

disability. Such harassment is unacceptable and will not be condoned in any form at the County of Rutherford. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.

8. For all the work being performed under this Contract, the County of Rutherford has the right to inspect, examine, and make copies of any and all books, accounts, records, and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
9. The County of Rutherford reserves the right to reject any and/or all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.
10. Proposals will be tabulated, reviewed and a recommendation presented to the County of Rutherford Board of Commissioners and/or County Manager for their approval.
11. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
12. The County of Rutherford reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon thirty (30) days notices to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.
13. The County of Rutherford will not be responsible for any expenses incurred by a vendor in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided
14. **As this purchase of services will be funded with American Rescue Plan Act funding, all applicable Federal laws, policies, and standards must apply to all aspects of the grant.**

Background and Scope of Work

Background

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by President Joe Biden. Section 9901 of ARPA amended Title VI of the Social Security Act to add Section 602, which establishes the coronavirus state fiscal recovery fund and Section 603 establishes the coronavirus local fiscal recovery fund (together the Fiscal Recovery Funds). The Fiscal Recovery Funds are intended to provide support to state, local and tribal governments in responding to the impact of COVID-19 and in their efforts to contain the effects of COVID-19 on their communities, residences and businesses. The County of Rutherford will receive \$13,019,597.00 in direct funding from the United States Department of the Treasury through the federal ARPA for appropriations to be made in accordance with the provisions of ARPA and the Rules and Regulations issued thereunder by the Department of Treasury. This funding must be obligated by December 30, 2024, and fully expended by December 30, 2026.

Since the U.S. Treasury Department released the Final Rule for the State and Local Coronavirus Fiscal Recovery Fund on January 6, 2022, the County will review and assess the potential projects that are eligible under ARPA. The projects in consideration will include, but not limited to the General Government Services (the Standard Allowance), Broadband and Water and Sewer Infrastructures.

The County of Rutherford, NC (hereafter the "County") seeks qualified firms or individuals to provide grant management services to the County with respect to American Rescue Plan Act (ARPA) grant evaluations, grant compliance and grant management. The successful respondent to this RFP will be able to assist the County in: (1) reviewing received solicitations for award of County ARPA funds from internal and external stakeholders/project Proposers; (2) determining the eligibility of and applicable grant requirements of the solicitations; (3) providing assistance and guidance to the County Commissioners and County Administrative staff in evaluating, scoring, and ranking the submittals; (4) determining the specific requirements under ARPA and other applicable federal and state laws that must be included within subrecipient agreements, service agreements and contracts drafted by the grant management administrator that are issued to successful Proposers, (5) managing grant recipient's compliance with awards given for such solicitations and in particular complying with all applicable reporting guidelines and completing all required compliance reports. In order to serve the County in this regard, the successful respondent to this RFP should have project management experience, federal grant management experience, knowledge of North Carolina general statutes and regulations that govern some aspects of the ARPA fund eligibility, be skilled in research, analysis and development, be skilled in data analysis and the development and analysis of policy alternatives, and must be able to establish review and grading criteria for proposal solicitations, among other tasks identified herein. The successful proposer will be awarded a multi-year contract not to exceed December 31, 2026 or the completion of the projects and reporting.

Eligibility:

- Respondents must have at least five years of documented experience with government clients on compliance with federal and state grants.
- Respondents must have prior governmental accounting or auditing experience.
- Respondents shall have no conflict of interest in representing the County.
- Respondents must carry sufficient professional liability insurance to cover any errors and omissions, improper judgement, or negligence associated with the engagement.

Scope:

Grant administration services shall include, but are not limited to, standard tasks necessary to ensure the effective County administration of CSLFRF funds and to ensure compliance with the Uniform Guidance, Treasury regulations that govern expenditures of Coronavirus State and Local Fiscal Recovery Funds, and State law. The scope of this work includes:

- Provide assistance in developing and evaluating County policies that are necessary for compliance with ARPA funding.
- Develop processes and documentation requirements for sub-recipients, including contracts, sub-recipient agreements, service agreements, compliance, reporting and monitoring for all federal, state and local requirements as well as assisting in the auditing process for appropriate controls and documentation.
- Assess proposed projects for compliance with state and federal regulations, policies, and procedures and conduct work sessions with the County Commissioners and administrative staff to review, evaluate, score and rank proposed internal and external projects.
- Provide technical advisory services related to allowed uses of ARPA funds and respond to questions from the County.
- Interpret federal guidance and provide formal opinions regarding the eligibility of specific County projects and expenditures to be covered by ARPA funds.
- Provide oversight and guidance and draft policies to guarantee compliance with OMB Uniform Guidance 2 CFR, Part 200, to include single audit readiness.
- Draft contracts and purchasing documentation to ensure cost recovery and compliance of expenditures using federal funds.
- Assist with the creation and maintenance of project files. Such files must demonstrate compliance with all applicable state, local and federal regulations including those promulgated under ARPA or identified as the subject of monitoring visits and/or audits by any requesting agency.
- Perform internal control risk assessments.
- Draft quarterly compliance reports and assist in completing any reporting requirements and other reporting as needed.
- Assist with general grant management and administration activities and technical assistance as needed.
- Assist with monitoring, disbursing, and financial oversight functions.

Period of Performance

It is anticipated that a Professional Services Agreement resulting from this RFP shall commence on approximately April 5, 2022 and run through December 31, 2026.

Proposal Requirements

The Response must include, at a minimum, the following information:

1. **Executive Summary:** A one-page executive summary that highlights the major features of the proposal. Discuss the resources, capacity and capability of the Proposer to provide the

services requested with respect to the drafting of any required agreements/contracts, public notices, policies, etc., completion of required federal reports, and other duties as described in the Scope of Work section of this document. Must indicate any requirements that cannot be met by your firm.

2. **Firm Information & Experience:** Name of firm, location of its office and firm size. List of relevant projects the firm has completed. Organizational chart of firm and assigned personnel. Include minimum experience and competence of the Proposer with respect to the type of consulting services required by governmental entities for compliance with federal grants including, but not limited to: financial management experience; experience, knowledge of, and compliance with state and federal ethics rules; experience with identification and reporting of waste, fraud and abuse; and experience with the oversight of disbursement and tracking of federal funds by state or federal agencies. For any such experience, state the source and amount of funds and the length of the engagement.
3. **Individual Experience:** Provide the name(s) of assigned key staff and their respective qualifications and experience to perform grant management and administration services.
4. **References:** Provide the names and phone numbers and e-mail addresses for (3) clients for completed work, that may be contacted for verification of your past performance.
5. **Hourly Rate/Other Fees:** Must provide hourly rate and other fees.

Modification and Withdrawl of Proposal

A Proposal may be withdrawn from consideration by the Proposer at any time prior to Proposal opening. If within 24 hours after Proposals are opened and any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal.

OPENING OF PROPOSALS

Proposals will be opened by the County at the time indicated in the Invitation to Proposers.

Review and Evaluation:

1. **Completeness and Quality of the Executive Summary:** The County will review the executive summary to ensure that the Proposer adequately described the resources, capacity and capability to provide the services requested. **(25 pts.)**
2. **Firm Information & Experience:** The County will evaluate the firm's qualifications experience in federal grants management as related to similar projects **(20 pts.)**
3. **Individual Experience:** The County will evaluate the qualifications and experience of key personnel to perform federal grant management and administration services. **(20 pts.)**
4. **References:** The County will consider the the references. **(10 pts.)**
5. **Hourly Rate/Other Fees:** The County will consider the hourly rate for staff and other fees **(25 pts.)**

Award of Contract

County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. County will reject the Proposal of any Proposer that County finds, after reasonable inquiry and evaluation, to not be responsible. If Proposer purports to add terms or conditions to its Proposal, takes exception to any provision of the Proposal Documents, or attempts to alter the contents of the Contract Documents for purposes of the Proposal, then the County will reject the Proposal as nonresponsive; provided that County also reserves the right to waive all minor informalities not involving price, time, or changes in the Project.

Failure to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents, may disqualify the bid.

Insurance

Proposers should be prepared and will be required to carry general liability insurance with insurers and in amounts satisfactory to the County.

PROPOSAL FORM

Sealed proposals will be received by **12:00 pm on Monday, March 28, 2022**, at the County Administration Office, County of Rutherford, 289 North Main St., Rutherfordton, NC 28139. Opening will be public.

In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. All items should be in the units, quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Rutherford shall reserve the right to reject any or all proposals.

HOURLY RATE: _____

OTHER FEES (must specify):

Response must include the following documents:

Signed Proposal Form (MUST ACKNOWLEDGE ANY ADDENDA) Any requirements within the Proposal document

Non-Collusion Affidavit

E-verify Affidavit

Minority Participation Affidavit A (if intend to sub-contract)

Minority Participation Affidavit B (if intend to perform with own workforce)

Certification Regarding Lobbying

W-9 Form

The County may award a contract for all or part of the items specified.

I certify that the contents of this bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date _____

Authorized Legal Signatory ____

Company Name: _____

Printed Legal Signatory Name:

Email Address for Legal Signatory:

Phone Number for Legal Signatory:

Receipt of the following addendum is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

**COUNTY OF RUTHERFORD
NON-COLLUSION AFFIDAVIT**

State of North Carolina
County of Rutherford

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

He/She is the _____ of _____, the Bidder that has submitted the attached bid;

The Bidder is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid 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 Bidder or to fix overhead, profit or cost element of the bid price of any other Bidder 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 bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Title

State of North Carolina

County of _____

Subscribed and sworn before me, This

_____ day of _____, 2022

Notary Public

My commission expires: _____

Rutherford County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF RUTHERFORD

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

1 Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2 Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3 Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____, or

b. NO _____

4 Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Executed, this ____ day of _____, 2022.

Signature of Affiant
Print or Type Name:

State of North Carolina

County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 2022

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Submit with Bid (if using Sub-Contractors for Services)

State of North Carolina AFFIDAVIT A Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 ± (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 ± (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 ± (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 ± (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 ± (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

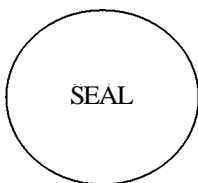
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

D a t e : Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20 ____

Notary Public _____

My commission expires _____

Submit with Bid (if using Own-Workforce for Services)

State of North Carolina - Affidavit B - Intent to Perform Contract with Own Workforce.

County of Rutherford

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the **CONSULTING SERVICES** contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

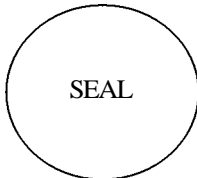
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date:

Name of Authorized Officer:

Signature:



_____ Title:

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20

Notary Public _____

My commission expires _____

CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized

Name and Title of Contractor's Authorized Official

**Request for Taxpayer
Identification Number and Certification**

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

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

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.		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>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<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) ▶ _____		
	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.

DO NOT SUBMIT WITH RESPONSE - SAMPLE ONLY

Sample Services Contract. This is not the final contract - additional language will be included pursuant to federal requirements.

STATE OF NORTH CAROLINA

CONTRACT FOR SERVICES

COUNTY OF RUTHERFORD

This Contract is entered into the _____ day of _____, 20____, between the County of Rutherford, a political subdivision of the State of North Carolina (the "County"), and _____, _____ (the "Contractor").

1. Services to be Provided and Agreed Charges

The Contractor agrees to provide services and materials (collectively referred to as "Services") contained in this Contract pursuant to the provisions and specifications identified in Attachment 1, which is incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

2. Term of Contract

The term of this Contract is from _____ through _____.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

3. Payment to Contractor

During the term of this Contract, the Contractor will receive from the County an amount not to exceed \$ _____ as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed, or provided, in accordance with this Contract and as permissible under Federal law. Unless otherwise specified, the Contractor will submit an itemized invoice monthly to the County by the 15th of the month during which Services are performed or provided. Payment will be processed promptly within 30 days of receipt and approval of the invoice by the County.

4. Independent Contractor

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state, and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract, taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. Insurance

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury	\$1,000,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. Indemnification

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. Health and Safety

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

8. E-Verify

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

9. Iran Divestment Act Certification

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this Contract, which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and should be updated every 180 days.

10. Non-Discrimination in Employment

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state, or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

11. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Rutherford and the State of North Carolina.

12. Termination of Agreement

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

13. Successors and Assigns

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

14. Compliance with Laws

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations, or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

15. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF RUTHERFORD: RUTHERFORD COUNTY
ATTN: STEVE GARRISON, COUNTY MANAGER
289 N. MAIN ST.
RUTHERFORDTON, NC 28139

CONTRACTOR:

16. Audit Rights

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records, and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

17. County Not Responsible for Expenses

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

18. Equipment

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

19. Priority of Documents

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority. Documents and workpapers created for the project will become property of the County.

20. Severability

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

21. Non-Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

22. Entire Agreement

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

23. Amendment

This Contract may only be amended by the written mutual agreement of the parties.

24. Drafted by Both Parties

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

25. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF RUTHERFORD

Steve Garrison
County Manager

CONTRACTOR

By: _____
Title: _____

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Attachment 1

SCOPE OF SERVICES