

REQUEST FOR PROPOSALS



Town of Newport, North Carolina

RFP No. 2020-001

Emergency Watershed Protection – Stream Clearing Newport, N.C.

Proposal Reissue Date: June 19, 2020

Proposal Due Date: July 22, 2020 @ 2 pm (EST)

SCOPE OF WORK

The Town of Newport is accepting bids to award a contract (known as RFP 2020-001) to clear portions of Deep Creek and the Newport River at ten (10) locations. The contractor will complete stream debris removal activities which include cutting and removing debris from the targeted stream channels which impede or potentially impedes water flow. Debris may include downed trees, broken tops/limbs and floating debris. Descriptions of each stream location are included below.

Site 86 / Newport 1

Work will consist of removal of debris from the stream channel. Project area is as follows; Deep Creek GPS coordinate 34.797155 -76.856166, approximately 100 Ft. Refer to the Project Map for more information.

Site 87 / Newport 2

Work will consist of removal of debris from the stream channel. Project area for is as follows; Deep Creek GPS Coordinate 34.787359 - 76.85686, approximately 300 Ft. Refer to the Project Maps for more information.

Site 88 / Newport 3

Work will consist of removal of debris from the stream channel. Project area is as follows; Newport River GPS Coordinate 34.782576 -76.854186, approximately 300 Ft. Refer to Project Maps for more information.

Site 89 / Newport 4

Work will consist of removal of debris from the stream channel. Project area is as follows; Deep Creek, GPS coordinate 34.792425 -76.866027, approximately 100 Ft. Refer to Project Maps for more information.

Site 90 / Newport 5

Work will consist of removal of debris from the stream channel. Project area is as follows; Deep Creek GPS coordinate 34.792633 -76.869962, approximately 100 Ft. Refer to Project Maps for more information.

Site 91 / Newport 6

Work will consist of removal of debris from stream channel. Project area is as follows; Deep Creek GPS Coordinate 34.790553 -76.874641 approximately 100 Ft. Refer to Project Map for more details.

Site 92 / Newport 7

Work will consist of removal of debris from stream channel. Project area is as follows; Deep Creek GPS Coordinate 34.793323 -76.872143 approximately 100 Ft. Refer to Project Map for more details.

Site 93 / Newport 8

Work will consist of removal of debris from stream channel. Project area is as follows; Newport River GPS Coordinate 34.794671 -76.873074 approximately 300 Ft. Refer to Project Map for more details.

Site 94 / Newport 9

Work will consist of removal of debris from stream channel. Project area is as follows; Newport River GPS Coordinate 34.793939 -76.870794 approximately 200 Ft. Refer to Project Map for more details.

Site 95 / Newport 10

Work will consist of removal of debris from stream channel. Project area is as follows; Newport River GPS Coordinate 34.793939 -76.869963 approximately 550 Ft. Refer to Project Map for more details.

- Project area maps are included with RFP 2020-001 for the contractor's reference.
- Removal of debris will be limited to vegetative materials. Excavation of soil/sediment shall not be undertaken unless otherwise noted. Uprooted stumps may be pulled from the ground (no excavation), but shall include no more than minimal amounts of soil attached to roots. Debris removal will be restricted to that associated with Hurricane Florence.
- Debris will be disposed on high ground where practicable, or where in wetlands, sufficiently anchored (no excavation or fill) so that material will not be displaced back into the stream channel.
- Debris placed in wetlands shall be spread in a manner that does not impede lateral water flow.
- Equipment used will generally include hydraulic excavators equipped with mechanical thumb or grapple attachment, loaders, winches mounted on tracked or rubber-tired equipment, portable winches, and chain saws.
- Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.
- Equipment shall operate adjacent to the stream and not within the stream unless prior approval is granted. Where necessary, trees can be cut for access to work sites; however, mechanized land clearing will not occur within wetlands at any time. Crossing a stream to gain access to the opposite bank is permissible. Crossing sites should be selected to minimize damage to the streambank and aquatic habitat.
- No activity may cause more than minimal adverse impact on navigation.
- In the event of a spill of petroleum products or any other hazardous waste, the Contractor shall report it to 1) The Town of Newport, and 2) the NC Division of Water Quality at 919-733-5083, Ext. 526 or 1-800-662-7956. Provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act will be followed.
- The Contractor shall be responsible for the repair or replacement of any utilities damaged by his/her construction operations. Damaged utilities shall be repaired or replaced in their original or better condition as directed by the Town of Newport. Repair or replacement of damaged utilities shall meet the approval of the Town.
- The contractor is required to maintain throughout the term of the contract the following insurance:

Workman's Compensation

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

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

Commercial General Liability

Covering all operations involved in this Agreement.

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence

- \$1,000,000 Personal and Advertising Injury Limit
- \$5,000 Medical Expense Limit Commercial Automobile Liability

Commercial Automobile Liability

- \$1,000,000 Combined Single Limit

Other Insurance

The CONTRACTOR shall obtain and cause to remain in effect during the project under this Contract such insurance as may be required by the General Statutes of North Carolina or the laws of the United States of America in amounts not less than the minimum required by law.

Cancellation

Any Certificate of Insurance furnished by the CONTRACTOR shall contain the provision that the policy cannot be altered or cancelled in less than thirty (30) days after written notice of the nature of the alteration or cancellation is received by the insured. Said notification of the insured shall be by registered mail.

Proof of Coverage

The CONTRACTOR shall furnish THE TOWN OF NEWPORT with proof, satisfactory to THE TOWN OF NEWPORT, of the insurance coverage before written approval of the insurance is granted by THE TOWN OF NEWPORT. THE TOWN OF NEWPORT may accept insurance certificates.

- Proposal shall be submitted on the Bid sheet provided.
- Payments will be made based on percentage of project completed at the time of invoice.
- The Town of Newport will award the contract to the lowest responsible bidder. However, the Town of Newport reserves the right to reject any and all bids.

NOTICE TO BIDDERS

Sealed proposals for RFP 2020-001 will be received by:

James P. Duncan
Planning & Inspections Director
PO Box 1869 Newport, NC 28570
(252) 223-3733

until **2:00 PM, on Wednesday, July 22, 2020** and immediately thereafter in the Council Chambers located at 200 Howard Blvd Newport, NC 28570. Complete plans, specification and contract documents can be obtained from:

James P. Duncan,
Planning & Inspections Director
200 Howard Blvd Newport, NC 28570
(252) 223-3733

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts.

A bid bond, performance bond, and payment bond are not required when the total amount of the construction contracts does not exceed \$500,000.

No bid may be withdrawn after the opening of bids for a period of thirty (30) days. The Owner reserves the right to reject any or all bids and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

All bid documentation must submitted with a completed W-9 form and signed Iran Divestment Act form. These forms are attached to this document.

Please note on the envelope:

Request for Proposal No. 2020-001:

(Project Name) Town of Newport
Emergency Watershed Protection – Stream Clearing

(Contract Type) _____

(Bid Date) _____

(Bidder Company) _____

(Bidder Address) _____

(License Number) _____

The Town of Newport project representative is:

James P. Duncan
Town of Newport
Planning & Inspections Director
PO Box 1869
Newport, NC 28570
Phone: (252) 223-3733

GENERAL CONDITIONS

GENERAL

- a) It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the work to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

- a) The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.
- b) All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c) No changes shall be made in the Work except upon written approval and change order of the Town of Newport.
- d) Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.
- e) However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.
- f) If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

- g) The contractor shall designate a foreman/superintendent who shall direct the work.

CODES, PERMITS AND INSPECTIONS

- a) The Contractor shall obtain all permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Town in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.
- b) All work under this contract shall conform to the current North Carolina Building Code and/or other state and national codes as are applicable

SAFETY REQUIREMENTS

- a) The Contractor shall be solely responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
- b) The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- c) The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

TAXES

- a) The Town of Newport is **not exempt** from North Carolina State Sales and Use Taxes on material and equipment to be incorporated in the Work. Said taxes shall be included in invoices submitted by Contractor. Contractor in submitting his invoices shall break out all sales taxes as a separate item and Town where

purchase was made.

EQUAL OPPORTUNITY

- a) The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
- b) The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

INSURANCE

- (a) To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless the Town and 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 Contractor's performance of this Contract or the actions of the Contractor or its officials, employees, or contractors under this Contract or under contracts entered into by the Contractor in connection with this Contract. This indemnification shall survive the termination of this Contract.
- (b) In addition, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, Contractor shall maintain, at its expense, the following minimum insurance coverage:
 - \$1,000,000 per occurrence /\$2,000,000 aggregate-Bodily Injury Liability, and \$100,000 --- Property Damage Liability, or
 - a. \$1,000,000 per occurrence /\$2,000,000 aggregate-Combined Single Limit Bodily Injury and Property Damage
- (c) The Contractor upon execution of this Contract, shall furnish to the Town a Certificate of Insurance reflecting the minimum limits stated above and naming the Town as additionally insured. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that

are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

INVOICES FOR PAYMENT

- a) No partial payment will be made unless agreed to in advance. Final payment will be made lump sum within thirty (30) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of invoices which are to include the contract, account and job order numbers.
- b) Each invoice shall note the amount of Sales Tax paid by the Contractor, contain release of lien from subcontractors and vendors for prior invoices paid, and contain a notarized contractor's affidavit.
- c) The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."
- d) Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

James P. Duncan
Planning & Inspections Director
PO Box 1869
Newport, NC 28570
Office 252-223-3733

- e) It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

- a) The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Town of Newport. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for acceptance by the Town of Newport.

GUARANTEE

- a) The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall

replace such defective materials or workmanship without cost to the owner.

- b) Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.
- c) Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Town of Newport and shall fully complete all work hereunder within one hundred twenty (120) consecutive calendar days from the Notice to Proceed for base bid contract. For each day in excess of the above number of days, the Contractor shall pay the Town of Newport the amount of **Fifty Dollars (\$50) per day** as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Town of Newport should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Town of Newport's employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by the Town of Newport, then the contract time may be reasonably extended in a written order from the Town of Newport upon written request from the contractor within ten days following the cause for delay.

UTILITIES

Temporary utilities/services to be furnished at contractor's expense unless otherwise noted. (i.e.; power, water, sewer, steam, telephones, portable toilets, trash containers, etc.)

INSTRUCTIONS FOR WORKING ON TOWN PROPERTY

- a) Parking & Traffic - Construction that will block facility traffic flow/close street requires one week written notice to the Public Works office.
- b) Decorum - It is illegal for any person to have firearms, alcoholic beverages, drugs (except those prescribed by a physician) on Town property. Violators will be reported to local law enforcement.
- c) Behavior - Indecent language, harassing "cat" calls or whistles, etc., will not be tolerated. Violators will be removed from Town property immediately; questions will be asked later. Proper dress is required, long pants and shirts will be worn at all times. Loud music is not permitted.
- d) Use of Building - Contractor personnel are not permitted to use Buildings/Facilities for restrooms, eating, or leisure activity. Unless prior approval is granted by Town Representative.
- e) Locate for Utilities - When digging or trenching on or adjacent to Town property, a 48-hour notice is required to locate existing underground utilities. Contractor must contact the Public Works Department (252-728-8595) as well as the NC One Call Center (1-800-632-4949) for public utilities.
- f) Disruption of Utilities - When any underground utilities or unusual conditions are

damaged or encountered, contact the Public Works Department (252-728-8595) immediately. The Public Works Department will investigate and advise as needed. Contractor must have personnel available to effect immediate repair. If damage occurred due to failure of the Town to properly locate utilities, the contractor will be reimbursed.

- g) Planned Outages - Outages needed to allow contractor to complete or perform work, must be scheduled with the Public Buildings Department (252-728-8425). One week written notice is required for all outages.
- h) Access to Buildings - Access to perform work in a building after normal working hours (8:00 a.m. to 5:00 p.m. Monday - Friday) must be coordinated through the Public Buildings Department with 24 hours in advance. Exterior work performed after normal working hours should also be reported to the Public Works Department 24 hours in advance.

ALTERNATE BIDS (ADD OR DEDUCT)

No current alternate bids

MINORITY BUSINESS PARTICIPATION

- a) It is the intent of the Town of Newport to encourage Contractors in making every effort to utilize Minority Business Enterprises for subcontracted work. The Town has established efforts to record participation of such Enterprises by the attached "Appendix E – MBE DOCUMENTATION FOR CONTRACT PAYMENTS". The Contractor shall include the attached Appendix E with each pay application.
- b) Bidders can use the Office for Historically Underutilized Business website <http://www.doa.state.nc.us/doa/hub/> to locate HUB contractors.
- c) Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

E-VERIFY EMPLOYER COMPLIANCE

The contractor represents and covenants that the contractor and its subcontractors comply with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor" "its subcontractors" and "comply" shall have the meanings intended by NCGS 153A-499 (b). The Town of Newport is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 153A-499 (b).

SUPERINTENDENT

The Contractor shall employ a competent superintendent who shall represent the Contractor and have the authority to make field decisions necessary for performing the work. Competency must be demonstrated by performing high quality construction work

on time according to Contractor's approved schedule. The Town reserves the right to require replacement of the superintendent by Contractor without explanation from the Town.

INDEMNIFICATION

The Contractor will indemnify and hold the Town of Newport harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the Town of Newport to the extent it is caused by the negligence of Contractor, or its Sub-Contractors, or their employees or agents, while performing duties under this Agreement, provided that the Town of Newport gives the Contractor prompt, written notice of any such claim or suit.

PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Forms 307 & 308). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds

ADDENDUM

Site 91 / Newport 6

Possible 250 additional Ft. may be cleared depending on funding.

Site 93 / Newport 8

Possible 300 additional Ft. may be cleared depending on funding.

PROPOSAL AND CONTRACT

<<Submit two copies of this page with your bid>>
Emergency Watershed Protection – Stream Clearing

The undersigned, as bidder, proposes and agrees if this proposal, RFP No. 2020-001, is accepted to contract with the Town of Newport for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the Town of Newport for the sum of:

BASE BID: _____ **Dollars \$** _____

Respectively submitted this _____ day of _____ 20____

(Contractor)

Federal ID#: _____ By: _____

Witness: _____ Title: _____
(Owner, partner, corp. Pres. Or Vice President)

(Proprietorship or Partnership) Address: _____

Attest: *(corporation)* Email Address: _____

(Corporate Seal)

By: _____ License #: _____

Title: _____
(Corporation. Secretary/Ass't Secretary)

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized office or agent.

TOWN OF NEWPORT

(Seal)

Town Manager

Printed Name

CONTRACTOR

(Seal)

Authorized Representative

Printed Name

Title

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

Approved as to form:

Town Finance Director

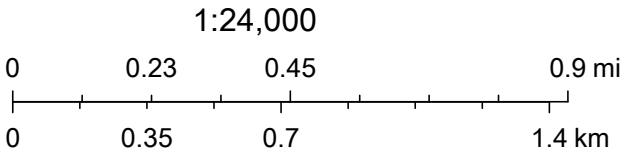
Town Attorney

AREA OF POTENTIAL EFFECT MAP {DSR 37-03-18-5038-086}



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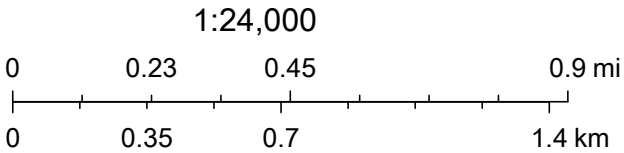
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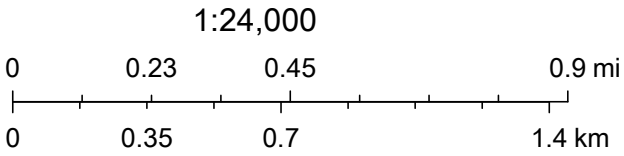
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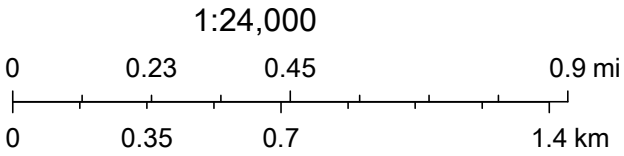
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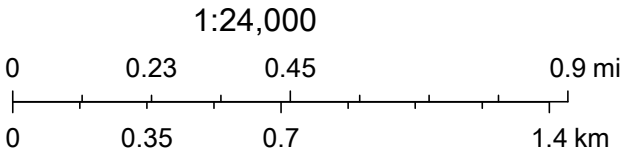
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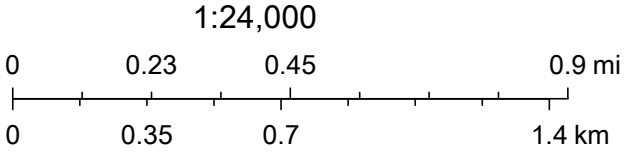
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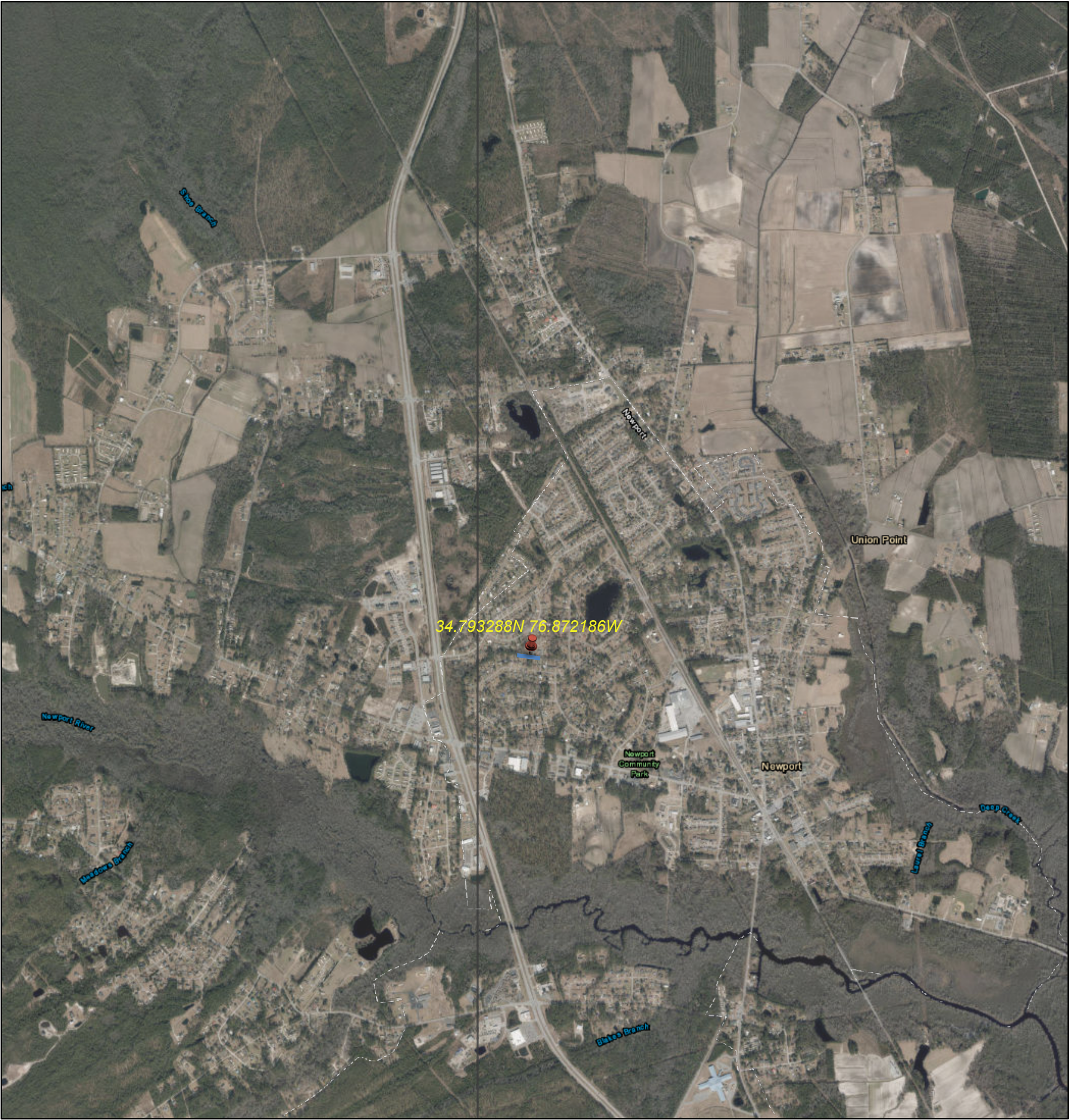
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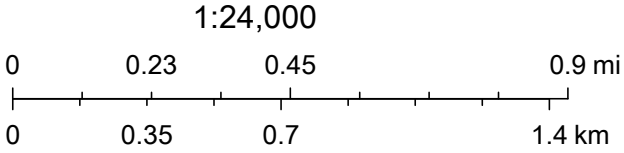
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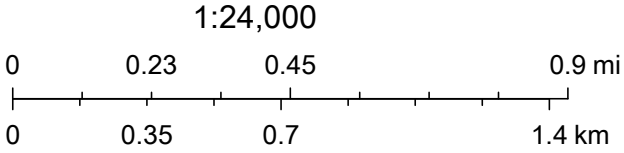
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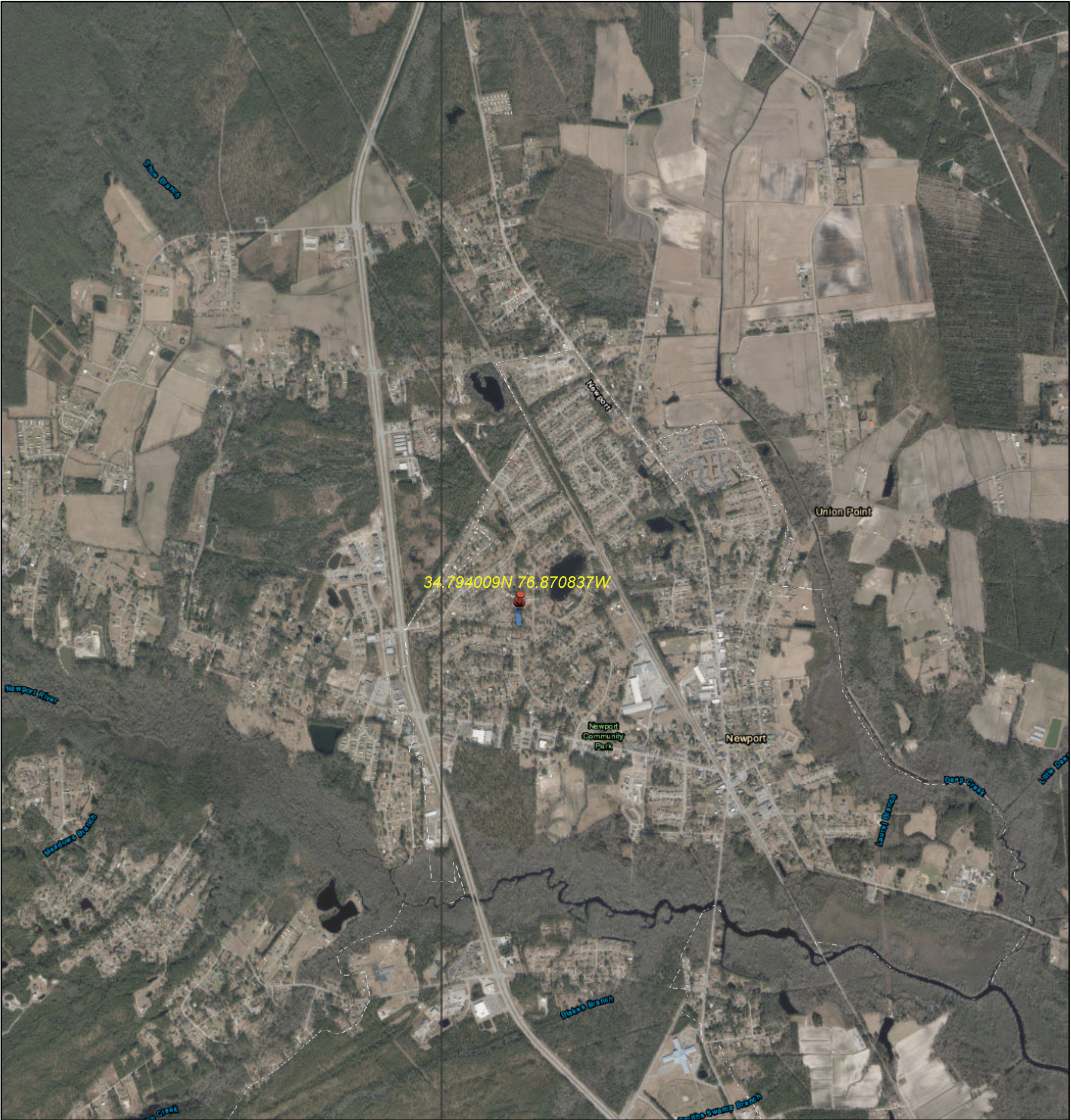
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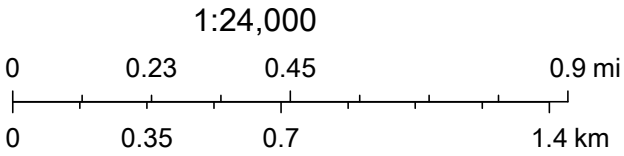
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AREA OF POTENTIAL EFFECT MAP {DSR 37-03-18-5038-094}



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- Override 1
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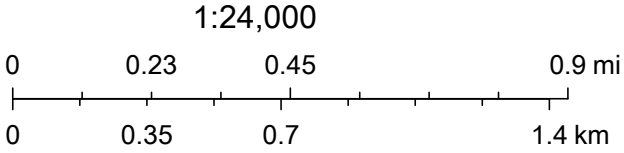
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AREA OF POTENTIAL EFFECT MAP {DSR 37-03-18-5038-095}



3/29/2019, 12:13:56 AM

- Override 1
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TOWN OF NEWPORT

Dennis Barber, Mayor
Charles Shinn, Mayor Pro Tem

Council Members

David Heath
Mark Eadie
Danny Fornes
Bob Benedict



Bryan R. Chadwick, MPA
Town Manager

200 Howard Blvd
PO Box 1869
Newport, NC 28570

www.townofnewport.com

IRAN DIVESTMENT ACT ELIGIBILITY CERTIFICATION

Under the Iran Divestment Act

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

1. The supplier/vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. That the supplier/vendor shall not utilize on any contract with the Town of Newport any subcontractor that is identified on the Final Divestment List; and
3. That, the undersigned is authorized by the Supplier/Vendor to make this Certification.

Supplier/Vendor: _____

Signed By: _____

Date: _____, 20 _____

Printed Name and Title: _____

Verified By: _____ Date: _____, 20 _____

The Final Divestment List can be found on the
State Treasurer's website at
[https://www.nctreasurer.com/inside-the-department/OpenGovernment/
Pages/Iran-Divestment-Act-Resources.aspx](https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx)

Note: Enacted by Session Law 2015-118

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. <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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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.