

**Lee County, North Carolina**  
 Finance Department  
 115 Chatham St, Suite 301, Sanford, NC 27330  
 Phone: (919)-718-4600 x5504

\_\_\_\_\_  
 Vendor Name

\_\_\_\_\_  
 Contact Name

\_\_\_\_\_  
 Vendor Address

\_\_\_\_\_  
 Contact E-mail address

\_\_\_\_\_  
 Vendor City, State and Zip

\_\_\_\_\_  
 Contact Phone Number

Lee County is currently accepting informal sealed bids for the item(s) listed below. If you are interested in supplying the item(s) to Lee County, please complete this form as well as any other information ***in duplicate*** and return to the Lee County Finance Office, **Attn: Purchasing Agent, 115 Chatham St. Suite 301, Sanford, NC 27330**, by the date and time listed below. Enter through the Main Entrance which is on the back side of the building & take elevator to the 3rd floor. **ELECTRONIC BID SUBMISSIONS WILL NOT BE CONSIDERED.**

**Please include the description listed below on your envelope. DO NOT INCLUDE SALES TAX IN YOUR BID.**

**PLEASE INCLUDE IN YOUR BID PACKAGE:  
 A CURRENT W-9, a Vendor Application, E-Verify/Iran Divestment**

**Bid Due Date and Time:**  
 October 21, 2025 3:00PM EST

**Item(s) needed by:**  
 \_\_\_\_\_

**Description to Put on Sealed Envelope:**  
 Gymnastics Building Roof Repair  
 Project #4262-05-26

**How did you hear about us:**  
 eVP Website  
 County Website  
 Newspaper  
 Other: \_\_\_\_\_

Item Description			Base Bid
See attached bid specs.			
<b>Contractor License #</b>			
<b>Total</b>			

**Lee County reserves the right to reject any or all bids, any part of a bid and to waive the informalities & technicalities in the bidding procedure.**

\_\_\_\_\_  
 Vendor Signature

\_\_\_\_\_  
 Date

Lee County Government Request For Bids For  
Gymnastics Building Roof Repair  
Project #4262-05-26

Lee County General Services is seeking qualified individual or company with experience in metal roofing to do roof repair work at the Lee County Gymnastics Building, 2105 Nash St, Sanford, NC. For additional information or questions, please contact General Services Director, Ryan Faulk, at 919-718-4622 or [rfaulk@leecountync.gov](mailto:rfaulk@leecountync.gov).

**Scope of Work**

This project does require a commercial building permit from the City of Sanford Building Permitting and Inspections Department and all bidders must have proper licenses for contractors as required by State Law. Please provide your license number on the bid form. Remove existing ceiling insulation and replace with R-13 insulation with fire-resistant backing (like for like) on front half of building. This will involve removing the existing metal roofing panels. Existing metal panels will be reused. If metal panels are damaged during the removal process, they shall be replaced at the Contractor's expense like for like. Remove (16) skylights and replace with PBR JD Metal 24 ga Fluoropan Sandstone color metal (or equal). Edges should be sealed with double sided butyl tape. Remove all metal roofing screws (front and back half of building) and replace with #12 x 2" metal to metal screws. Remove exhaust fan and related housing and flashing from roof and replace with supported metal cap. Remove and replace the existing metal rake. Install double sided butyl tape under the trim and at each joint on front half of the building to ensure metal is sealed. Remove and replace ridge cap. Gymnastics equipment directly under portion of the roof that is being worked on should be covered with plastic, tarps or the like to protect gym equipment, mats and concrete floor. Coverings will need to be removed daily before Contractor leaves the site. Contractor is responsible for all measurements. Include all labor, equipment rentals, dumpster rentals, porta john rentals, permit and inspection fees in your bid. Building should be kept in a watertight condition for duration of construction. Do not include sales tax in your base bid. See attached aerial imagery for site specific location information.

**Warranty**

Provide two-year workmanship and leak warranty.

**Construction Waste Management and Disposal**

Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them. One (1) construction dumpster may be maintained on the project site for temporary waste material storage. Contractor is responsible for periodically disposing of the dumpster contents and not allowing waste to accumulate on the property.

### **Asbestos Containing Materials**

No materials were sampled or tested for asbestos. It is the intention of these specifications that no asbestos bearing materials be incorporated into the work. In the event the Contractor determines unanticipated asbestos bearing materials present in the building components, stop work in the affected area, notify the Owner, and provide temporary protection as required. Costs incurred due to the presence of hidden or unanticipated asbestos bearing materials will be authorized by Change Order to this contract.

### **Work Restrictions**

Work may be performed Monday through Thursday between 7:00am and 3:00pm; before 11:00am on Fridays; or anytime on Sundays. Contractors must clean the project area daily and be offsite by 3:00pm Monday through Thursday or 11:00am on Fridays. The building will be unoccupied from December 21, 2025 through January 3, 2026 and Contractor may work any or all of those days. Contractor agrees to begin work within 14 days from signing or executing Agreement following receipt of an Agreement between Owner and Contractor. The Date of commencement will be established in a Notice to Proceed issued to the Contractor. Work under the Base Bid shall be completed within 60 days from the date of commencement. A sample contract agreement is attached for review.

### **Rules for Construction Employees on County Property**

At any time during the construction and completion of the work covered by these Specifications, if the conduct of any workman be considered incompetent or detrimental to the work, the Contractor shall order such parties removed immediately from the grounds. Under no circumstance are construction workers allowed to bring weapons, drugs, alcohol or any type of controlled substance onto the property. This includes on the person and in the vehicle.

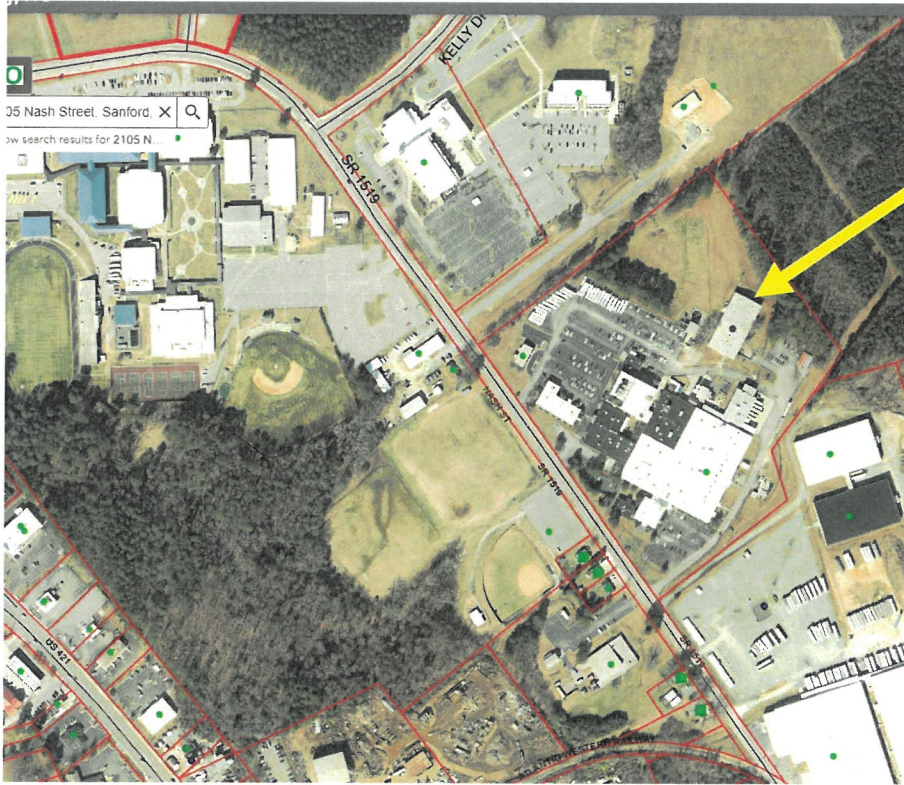
### **Safety**

Contractor shall abide by all OSHA Regulations while on job premises. Contractor shall leave the site with all equipment and materials properly secured each day.

### **Pre-Bid Meeting**

While there is no scheduled pre-bid meeting for this project, interested parties are encouraged to schedule a site visit with General Services. Staff are available Monday through Friday 7:00am to 11:30am and 12:30pm to 4:00pm.

Bids will be accepted by the Lee County Finance Office until October 21, 2025 at 3:00pm at which time they will be opened and read. Submit bid packages in a sealed envelope, with the Bidder's name and project number written on the outside and deliver to the Owner at: Attn: Purchasing Agent, 115 Chatham St, Suite 301, Sanford, NC. Please note that (2) complete bid packages must be submitted-if only one bid package is submitted the bid will be rejected. Both bid packages may be in one sealed envelope. Please note that no electronic bids will be accepted.



Location:  
2105 Nash St  
Sanford, NC



Roof insulation  
replacement on front  
half of building outlined  
in yellow.

1. AGREEMENT. This agreement ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Lee County, a political subdivision of the State of North Carolina ("County") and \_\_\_\_\_, ("Contractor"), whose business address is \_\_\_\_\_.

2. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor in all its activities pursuant to this Agreement. Neither Contractor nor any of its employees are to be considered County's employee or agent for any purpose including, but not limited to, the accrual of any employee benefits. Contractor is not authorized to represent County or otherwise bind County in any dealings between Contractor and third parties. Any employees furnished by Contractor under this Agreement shall be deemed to be Contractor's employees exclusively.

3. SCOPE OF THE WORK. Contractor shall furnish all labor, equipment, tools, materials, supplies, transportation, tests and supervision required to complete in a workmanlike manner the work described in the Engineered Stamped Drawings ("Drawings"), which were submitted with Contractor's bid.

4. PERIOD OF PERFORMANCE. This Agreement shall commence as of the date first written above and shall continue until terminated by either party in accordance with the terms of this Agreement. Contractor shall promptly commence Work and shall complete Work as required in the Project within \_\_\_\_\_.

5. PAYMENT FOR WORK. Payment for work satisfactorily completed shall be made within thirty (30) days of receipt of invoice by County's finance office. Payment will be made in a lump sum to Contractor after County is satisfied with the project. The County will pay the Contractor an amount not to exceed \_\_\_\_\_ for the scope of work for this project. Contractor shall submit documentation supporting its entitlement to payment as required by County, and County shall have no obligation to pay Contractor unless and until County has received such documentation. The County will not pay for late charges or finance charges assessed for any reason.

6. LICENSING REQUIREMENTS. Contractor represents and warrants that it holds a valid North Carolina General Contractor's License at all times in the performance of Work and that license meets the level of requirements for this project and shall submit to County a copy of said license. Any subcontractors retained by Contractor must also hold current, appropriate licenses.

7. PERMITS AND LICENSES. Unless otherwise agreed in writing in advance by County, Contractor shall obtain and pay for all licenses and permits that are required for it to perform Work.

8. COMPLIANCE WITH LAWS/COMPLIANCE WITH RULES AND POLICIES OF COUNTY. In performing the services pursuant to this Agreement, Contractor shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Contractor also shall comply with all rules and policies of County. Contractor will also perform background checks of his employees and require background checks of subcontractors.

9. INSURANCE. Contractor shall comply with the insurance requirements set forth in Exhibit B, attached and incorporated herein by reference.

No workers' compensation insurance shall be obtained by County concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

10. TAXES. Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by County, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S. § 105-164.14, County is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. Contractor agrees to provide County such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins § 18-2(F), outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, County must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a contractor's County, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased;
- b. The type of property purchased;
- c. The cost of property purchased and the amount of sales and use taxed paid thereon;
- d. The vendor from whom the property was purchased;
- e. The project for which the property was purchased;
- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and

- g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to County.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to County. County is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

11. **WARRANTY OF WORK.** Contractor warrants that all Work shall be new, unless otherwise agreed upon, and of good quality and performed in a good and workmanlike manner. Contractor shall, at its own expense, at the request of County, promptly replace or repair any defective or deficient Work for a period of one year after completion of Work. The express warranty contained in this section shall not diminish any of County's rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

12. **SAFETY.** Contractor shall establish and enforce safe working procedures at all times during its performance of Work in accordance with all federal, state and local laws, ordinances, rules and regulations pertaining to safety. Contractor shall ensure that any hazardous chemical use or transport must conform to OSHA's Hazard Communication Standard, Department of Transportation requirements and applicable EPA requirements. Contractor must provide the County a Material Safety Data Sheet with or prior to any shipment of any hazardous chemical or material.

13. **AGE LIMITS.** No employee of Contractor under the age of 18 shall be permitted on property owned or leased by County.

14. **CLEANUP.** Contractor shall keep its work areas clean of debris and excess materials, and at the end of each day will leave its work areas in broom-clean condition. If Contractor fails to clean up as required herein, County may clean up and deduct the cost from Contractor's payment. Contractor is also responsible for the removal of hazardous construction

materials from the job site, and those will need to be disposed of in accordance with State, Federal and Local laws. Cleanup of the job site and removal of hazardous waste materials must occur within fourteen days.

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

16. **DEFAULT/TERMINATION.** If Contractor fails or refuses to supply sufficient and properly skilled labor, equipment or materials, or fails in any respect to diligently prosecute Work, or otherwise is in default or breach of any term of this Agreement, County may terminate this Agreement upon 24 hours' written notice. In the event of such termination, Contractor immediately will stop work and remove its employees from County's property. County may complete the Work in whatever way it determines best, and at completion of the Work shall pay Contractor for the value of the Work performed by Contractor (excluding profit) but unpaid prior to the termination, less any costs incurred by County to correct any deficiencies or defects attributable to Contractor's work. If a bid bond has been required, the County will collect on the bid bond.

17. **TERMINATION FOR CONVENIENCE.** County may terminate this Agreement at any time upon three (3) days' written notice to Contractor. Such termination shall be effective in the manner specified in such written notice. Upon a termination for convenience, County shall pay Contractor for Work performed to the date of termination. Contractor shall accept such payment in full and final payment and shall make no claim of any kind against County, including but not limited to any claim for any additional payment.

18. **ASSIGNMENT.** Neither this Agreement, nor any payments to be earned pursuant to this Agreement, may be assigned by Contractor without the prior written consent of County.

19. **NO WAIVER.** The failure of the County to strictly enforce any of the provisions of this Agreement, or not exercise its options provided herein, shall not be construed as a waiver of its right thereafter to require such compliance or to exercise any such options.

20. **E-VERIFY.** E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this

Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles County to terminate this Agreement, without penalty, upon notice to Contractor.

21. IRAN DIVESTMENT ACT. Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, County must require most entities with which it contracts, which would include the Contractor under this Agreement, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the “Final Divestment List”). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. The Contractor certifies that: (i) it is not listed on the Final Divestment List; and (ii) it will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List.

22. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties, and may not be modified except in writing signed by both parties.

23. GOVERNING LAW. This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice Lee County, North Carolina.

24. NOTICE TO COUNTY. Contractor shall immediately notify the County of any problems or issues that arise during the course of the performance of this contract, including but not limited to, delays in shipping, faulty products or materials, delays in progress, unexpected circumstances or budgetary issues.

25. NON-APPROPRIATION CLAUSE. Contractor acknowledges that Lee County 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 Lee County’s obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County 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 Lee County’s statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County’s authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to Contractor of such limitation or change in Lee County’s legal authority.

26. 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 Lee County and the third parties regarding the subject matter of this Contract or Agreement.

27. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL. Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

28. 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 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.

29. GOV OPPTS. Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed, this the day and year first above written.

ATTEST

LEE COUNTY

By: \_\_\_\_\_  
Clerk to the Board of Commissioners

By: \_\_\_\_\_  
Chair, Board of Commissioners

ATTEST

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

EXHIBIT B  
INSURANCE REQUIREMENTS

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS' COMPENSATION

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

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

B. COMMERCIAL GENERAL LIABILITY

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$5,000	Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. ABUSE AND MOLESTATION INSURANCE

\$300,000 Per Claim

\$300,000 Aggregate Limit

**ADDITIONAL INSURANCE REQUIREMENTS**

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

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

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Lee County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Lee County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 408 Summit Avenue, Sanford NC 27330, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Lee, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: \_\_\_\_\_  
Contract #: \_\_\_\_\_

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Lee County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

- I. Certificate Holder shall be listed as follows:

Lee County  
Attention: Risk Manager  
408 Summit Avenue  
Sanford, NC 27330

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

# Vendor Application

PURCHASING DIVISION  
LEE COUNTY  
PO Box 1968  
Sanford, NC 27330

Please fill out this form and send by e-mail to [jwaterhouse@leecountync.gov](mailto:jwaterhouse@leecountync.gov) or fax to (919) 718-4631. Your business will be added to our new vendor list.

**Check all that apply**

New vendor      Update to existing vendor      In relation to a bid

Phone: (919)-718-4600  
Fax: (919)-718-4631

Please Type or Print Legibly

Federal ID # \_\_\_\_\_ SS# \_\_\_\_\_

For Finance Use Only	Vendor #
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Vendor Name
-------------

Date
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ORDER ADDRESS		PAY ADDRESS	
Street		Street	
Street		PO Box	
City		City	
State	Zip Code	State	Zip Code

CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER
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CONTACT PERSON E-MAIL ADDRESS	TERMS	DISCOUNT
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CONTRACTOR'S LICENSE # (if applicable)	SIGNATURE
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This firm certifies that it is a : (if applicable)

\_\_\_\_\_ Disabled      \_\_\_\_\_ Minority Business Enterprise      \_\_\_\_\_ Women Business Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

### Product(s) and/or Service(s) / Identify County Department

Please list the type of product(s) and/or service(s) that your company can provide and the county department that you have been in contact with.

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

## 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.

<b>Social security number</b>								
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<b>or</b>								
<b>Employer identification number</b>								
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## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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](http://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.*



**DEPARTMENT OF FINANCE**

Tel: (919) 718-4600  
P.O. Box 1968  
Sanford, NC 27331-1968

**Vendor Electronic Payment Authorization Form**

For your convenience and benefit, the Lee County is now processing all vendor payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit by email. This notice will provide you with all the information that would normally be on your check stub.

In order for us to complete the process of updating your information, please provide a bank verification letter or a voided check. This information is used to verify the account number that you have provided below.

In the event that you change banks, bank account numbers, or email addresses, you must notify the County with the necessary changes and include a new bank verification letter or a voided check. Failure to notify us of these changes will cause delayed payments to you. Send changes to: [jwaterhouse@leecountync.gov](mailto:jwaterhouse@leecountync.gov).

Please print the following information:

- Vendor Name: \_\_\_\_\_

Vendor Address:      Street: \_\_\_\_\_

City, State, ZipCode: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Checking or Savings:       Checking Account       Savings Account

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone number: \_\_\_\_\_
  
- Notification of payment e-mail address: \_\_\_\_\_

Contact Jen Waterhouse at [jwaterhouse@leecountync.gov](mailto:jwaterhouse@leecountync.gov) or (919) 718-4600 ext 5504 with questions or changes to above information.

The County of Lee North Carolina

Vendor/Contractor Name: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 147-86.59**

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As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION  
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

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As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

**Lee County, North Carolina**  
**Terms and Conditions**

**By acceptance of this purchase order, the vendor or contractor, (referred to as the Seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions:**

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the **Ship To Department** shown.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence and bill of lading.
3. **PRICE:** If prices or terms do not agree with your quotation, you must notify the ordering **Department** immediately. All prices are quoted **F.O.B. DESTINATION** unless specifically indicated otherwise.
4. **INVOICES:** All invoices are to be mailed to the **Ship To Department**. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number must be referenced on all invoices.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the Seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES:** Lee County is not Tax-Exempt. Prices shown on the County's purchase order may not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the Seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed/increased without the Purchasing Director's written consent. Any unauthorized quantity is subject to rejection and return at Seller's expense.
9. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The Seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.
10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless Lee County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **APPLICABLE LAWS:** By the acceptance of this order, Seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Lee County against any loss, cost, liability or damage by reason of Seller's violation of any laws.
12. **CANCELLATION:** Lee County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the Seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified, or for any other reason which causes the Seller not to perform as agreed.
13. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the Seller until acceptance has been made by the County. If goods are rejected, they will be returned at Seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the Seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the Seller.
14. **WARRANTY:** The Seller expressly warrants that goods covered by this order will conform to the specifications, drawings, or samples furnished by the County, be suitable for the purpose intended, and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The Seller also warrants that the goods do not infringe any patent, registered trademark or copyright, and agrees to hold Lee County harmless in the event of any infringement or claim thereof. Additionally, Seller warrants that the goods are free and clear of all liens and encumbrances, and that Seller has a good and marketable title to the same.
15. **HAZARDOUS CHEMICALS:** The Seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.
16. **MATERIAL SAFETY DATA SHEETS (MSDS):** The Seller shall ensure that Lee County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the initial shipment after the MSDS is updated.
17. **NON-DISCRIMINATION POLICY:** Lee County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability.
18. **VERBAL AGREEMENT:** This purchase order, including all references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the County and Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by the County.
19. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed that the Seller is an independent contractor and not an agent of Lee County, and as such, Seller and his or her agents and employees shall not be entitled to any county employment benefits, including but not limited to vacation, sick leave insurance, worker's compensation, pension or retirement benefits.
20. **GOVERNING LAW:** This agreement shall be governed and interpreted pursuant to Laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Lee, State of North Carolina.
21. **E-VERIFY:** For purchase orders that include construction or services, employers and their subcontractors with 25 or more employees in North Carolina as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with the County. E-Verify is a Federal program operated by the US Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hire employees pursuant to federal law.
22. **IRAN DIVESTMENT ACT CERTIFICATION:** By acceptance of this purchase order Seller certifies that: (i) Seller 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) Seller will not utilize any subcontractor performing work under this Purchase Order 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](http://www.nctreasurer.com/iran) and should be updated every 180 days.