



**REQUEST FOR PROPOSAL (RFP)**

**County-Wide Vehicle Maintenance and Repair Services**

**RFP Number:** 09092025FLEET

**Date of Issue:** September 9, 2025

**Proposal Submission Deadline:** September 26, 2025, at 2:00 PM ET

Commodity Code(s) 40536, 40539, 63049, 95330, 92917, 95333

**Edgecombe County Purchasing**

County Administrative Building, Suite 402

201 St. Andrew Street

Tarboro, NC 27886

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## **TABLE OF CONTENTS**

### **1.0 PURPOSE AND BACKGROUND**

### **2.0 GENERAL INFORMATION**

2.1 REQUEST FOR PROPOSAL DOCUMENT

2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS

2.3 RFP SCHEDULE

2.4 PROPOSAL SUBMITTAL

2.5 PROPOSAL QUESTIONS

2.6 PROPOSAL CONTENTS

### **3.0 METHOD OF AWARD AND EVALUATION**

3.1 METHOD OF AWARD

3.2 EVALUATION CRITERIA

### **4.0 REQUIREMENTS**

4.1 CONTRACT TERM

4.2 PRICING

4.3 VENDOR EXPERIENCE

4.4 VENDOR'S REPRESENTATIONS

### **5.0 SCOPE OF WORK**

### **6.0 GENERAL TERMS AND CONDITIONS**

### **7.0 EXHIBITS**

## 1.0 PURPOSE AND BACKGROUND

The purpose of this RFP is to solicit proposals that will enable Edgecombe County to determine which provider and proposed solution will best meet the County's need for County-Wide Vehicle Maintenance & Repair.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

### 2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

### 2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the County determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The County may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the County rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

## 2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The County will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	County	9/9/2025
Deadline for Questions	Vendor	9/19/2025
Responses to Questions Posted	County	9/22/2025
Proposal Deadline	Vendor	9/26/2025 2:00pm
Anticipated Contract Award	County	10-/06/2025

## 2.4 PROPOSAL SUBMITTAL

Sealed proposals must be received no later than **September 26, 2025, at 2:00 PM ET**. Submit three (3) copies of proposals in a mailing container or envelope plainly marked on the outside with the title “RFP County-Wide Vehicle Maintenance & Repair – RFP No. 09092025FLEET” The County is not responsible for delays in delivery of proposals. Late submissions will not be considered.

Proposals may be mailed or hand delivered to:

Kim Myers, Purchasing Manager  
Edgecombe County  
PO Box 10  
Tarboro, NC 27886

Or via street address:

201 St. Andrew Street  
Tarboro, NC 27886  
Room 417

It is the bidder’s responsibility to ensure the proposal is received prior to the proposal acceptance time. Late proposals will not be accepted. The County reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County. It is the responsibility of the applicant that their proposal is received. Receipt of proposals can be verified by calling 252-641-7839.

## 2.5 PROPOSAL QUESTIONS

Bidders may submit questions regarding the RFP to: [kimmyers@edgecombeco.com](mailto:kimmyers@edgecombeco.com). All questions must be submitted no later than **Friday, September 19, 2025 by 2:00 PM**. Questions pertinent to clarifying the RFP along with our responses will be posted on the Edgecombe County website at [edgecombecountync.gov/bid\\_opportunities](http://edgecombecountync.gov/bid_opportunities) by September 22, 2025.

## 2.6 PROPOSAL CONTENTS

Vendor RFP responses shall include the following items, and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the your firm's legal name and type (e.g. corporation, LLC), address, phone number and name and title of the authorized representative.
- c) Describe the background, experience, and capabilities of your firm as it relates to the Scope of Work outlined in the RFP.
- d) Identify all subcontractors you intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate 1.) What products and/or services are to be supplied by that subcontractor and 2.) What percentage of the overall scope of work that subcontractor will perform.
- e) List at least 3 client references that are public entities of similar size for whom you have provided services in the past three years. Provide telephone numbers and contact names for references.
- f) Provide specific costs for services. Complete Exhibit A – Quote Form – Detailed pricing for each service and vehicle type.
- g) Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- h) Exhibit B – Service Turnaround Times
- i) Exhibit C – Contractor Questionnaire
- j) Form W-9

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

### 3.1 METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and best fit for the needs of the County.

Edgecombe County reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the County reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the County.

### 3.2 EVALUATION CRITERIA

Following the deadline for submittals, a selection committee will review the submitted proposals. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of proposals. These criteria are not necessarily listed in order of importance.

- Qualifications
- Experience
- Cost
- Understanding and Approach

## 4.0 REQUIREMENTS

### 4.1 CONTRACT TERM

The Contract ultimately entered into shall have an initial term of one (1) year, beginning on the date of contract award (the “Effective Date”). The contract may be extended for as many as four (4) additional twelve (12) month periods, for a total of five years, provided that both parties are in agreement and funds are made available for this purpose.

### 4.2 PRICING

Proposal price shall constitute the total cost to Buyer for the initial term to complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

### 4.3 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to Edgecombe County. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including citing experience with similar projects and the responsibilities to be assigned to each person.

### 4.4 VENDOR’S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that

it will not enter any agreement with a third party that may abridge any rights of the County under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors(s) that may be approved by the County. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

## 5.0 SCOPE OF WORK

Edgecombe County is seeking proposals from qualified companies to provide vehicle maintenance, repairs and upfitting services to include preventative maintenance, nonscheduled repairs, body and collision repairs, and up-fitting services as needed for various County-owned vehicles, including passenger cars, vans, light-duty trucks, SUVs, work trucks, ambulances, fire trucks, and law enforcement vehicles. The selected company(ies) will enter into a contract to perform scheduled preventative maintenance and repair services as needed.

It is the intent of this specification to describe the terms and conditions of a Preventative Maintenance (PM) Level "A" service schedule and Repair Level "B" service program for county owned vehicles.

Services include but are not limited to: Routine maintenance such as changing oil, oil filter and air filter, checking all fluid levels, inspect brakes, checking light bulbs, wiper blades and inspection dates. Perform state safety and emission inspections and make needed repairs: towing and after-hour emergency retrieval or repair of vehicles and equipment: tire replacement; wheel alignment; and extended services will be performed as required by the county.

The Contractor shall provide two levels of services:

1. Level A Service – Preventative Maintenance – level of service and frequencies are as follows:
  - Every 5000 miles or 6 months

Service requirements:

- Replace engine oil and oil filter Lubricate chassis and universal joints Check and fill

fluids to proper levels:

- Transmission
  - Differentials
  - Power Steering Fluid Reservoir
  - Brake Fluid Reservoir
  - Windshield Washer Fluid Reservoir
  - 4-Wheel Drive Transfer Case
  - Inspect for wear, proper operation, leaks, and note defects on service report and report defects to vehicle driver on the following:
    - Engine, air filter, drive belts
    - Undercarriage
    - Exhaust system
    - Lights and turn signals
    - Battery connection & fluid level Check tires for wear and inflate to recommended pressure Vacuum interior Wash Windshield. Oil changes
    - Inspections (safety and emissions)
    - Tire rotations
    - Fluid top-offs
    - Scheduled manufacturer maintenance services
2. Level B – Repair Services- Frequency of service: As Required
- As Required
  - Repair Services Requirements:
    - Brake Inspections and Repairs, such as Brake Linings, Pads, Rotors, Drums, Disk Brake Calipers, Master Cylinders, and Wheel Cylinders. Rotors and Drums shall be resurfaced as allowed per manufacturers' tolerances.
    - Fuel Injection Diagnostic and Cleaning Services
    - Throttle Body Cleaning Services
    - Transmission Flush and Servicing
    - Cooling System and Radiator Flush and Servicing
    - Computer Diagnostic Services
    - Exhaust Inspection and Repairs
    - Safety Inspection
    - Emissions Test Inspection
    - Wheel Alignment
    - Replacement of Defective Oxygen Sensors
    - Replacement of Defective Suspension Parts
    - Replacement of Defective Steering Parts
    - Replacement of Fuel Filters
    - Replacement of Defective Fuel Pumps and Injectors
    - Replacement of Leaking Gaskets and Seals
    - Replacement of Defective Emission Components
    - Replacement of Defective Alternators
    - Replacement of Defective Cooling Components
    - Replacement of Defective A/C Components
    - Replacement of Worn Drive Belts
    - Replacement of Defective Light Bulbs - \*At no Labor Charge\*
    - Replacement of Defective Batteries - \*At no Labor Charge\*
    - Replacement of Wiper Blades - \*At no Labor Charge\*
    - Replacement of Defective Sensors
    - Replacement of Tires.

Note: Braking linings and pads shall not be replaced unless there is less than 25% service life remaining, or has reached the OEM wear indicators or tolerances, or an unsafe condition is detected. Defective components shall be held for inspection by Edgecombe County representative. Labor costs shall not be charged unless major components have to be removed to facilitate the replacement of Batteries, Light Bulbs,

and Wiper Blades.

3. Service Time and Priority:  
County vehicles shall be given priority service over regular customers.
4. Labor Time and Rates:  
Repairs shall be based on labor times indicated in programs such as Mitchell's, AllData Pro, Chilton's, Snap-On's Shopkey, or the automotive manufacturers authorized dealer OEM labor estimating software program.
5. Part Pricing:  
The charge for parts shall be at actual cost plus a "percentage" markup as quoted.

The County will evaluate the services provided by the Company and make a determination as to whether to extend the contract into future years.

#### SCOPE OF WORK CONTINUED

1. All materials used by the Contractor shall be new or remanufactured and of a quality currently used commercially conforming to current engineering and manufacturing practices; and shall be free of defects which will adversely affect the function or appearance of the finished article. Salvage yard parts are not authorized without prior approval of the respective Edgecombe County Representative. The County also reserves the right to provide repair parts.
  - Lubrication products shall be of the weight, viscosity and type recommended by the vehicle manufacturer, and shall conform to SAE specifications as applies to each vehicle manufacturer and category.
    - Quotes will be accepted for the use of the following brand names only: Amoco, Chevron, Conoco, Mobil, Pennzoil, Phillips 66, Shell, Valvoline, Texaco, Castrol and Gulf, GM, Mopar, or Motorcraft.
    - No blended mixtures, re-brands, recycled, or re-packaging of original brand name product will be accepted; and quotes offering a house brand private label will not be considered.
  - All filter elements shall be of new premium quality materials and construction by a nationally recognized manufacturer: and shall be of the correct size and capacity as recommended by the vehicle manufacturer.
  - Multiple Service Locations – The same brand of materials and parts shall be used at all locations to provide for consistent service and performance.
    - Any substitutions of the products must be indicated on the Proposal Form and must be approved in advance by the respective Edgecombe County representative.
2. Contractor shall be responsible for the proper disposal of used fluids, filters and other items in accordance with all current Health, EPA, Federal, State and Local regulations.
3. The County reserves the right to spot check the quality of services performed and the compliance with specifications of products being used by the contractor; and may require the contractor to make

necessary corrections to services and/or products during the term of the agreement. The County also reserves the right to inspect defective parts being replaced.

4. Oil change mileage reminder stickers shall be placed on vehicles.
5. The Contractor is required to report any necessary repairs they discover the vehicle driver; however, Contractor shall not request permission of the operator to perform services and repairs not outlined in the above service schedule. Any significant deficiency noted by the Vendor's technicians should be immediately reported by telephone and/or writing to the respective Edgecombe County representative. Edgecombe County reserves the right to inspect defective parts, to obtain additional quotes for repairs that exceed (\$350.00) Three Hundred and Fifty Dollars, and for any amount that seems unreasonable.
6. The County may request, from time to time, changes in the scope of the services provided by the Vendor to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and Contractor, shall be incorporated in written amendment(s) to the contract. Amendments to the contract will be issued by the Edgecombe County Finance Department.

## Contractor Responsibilities

1. Contractor will furnish the repair facility and all labor, parts and supplies necessary for the services required under this contract. In addition, Contractor agrees to employ adequate ASE Certified and trained personnel and maintains adequate shop space to service all County vehicles.
2. All work shall be performed in accordance with generally accepted industry standards, practices, and principles applicable to the work.
3. In performing the work, the Contractor shall:
  - a. Comply with all applicable governmental laws, rules, and regulations.
  - b. Maintain in effect all licenses which the Contractor is required to possess.
  - c. Not discriminate against any of its employees or prospective employees because of race, religion, color, age, or national origin.
4. Edgecombe County shall, at all times, receive service priority. Service priority shall include placing service repairs immediately ahead of all other work, including over other County, Municipal, State, Federal, and private vehicles.
5. Contractor will be required to maintain maintenance, repair, and inspection records on each vehicle. Contractor shall coordinate and notify scheduled dates and times with the respective Edgecombe County Representative all routine or extended maintenance, repairs, and required North Carolina Safety and Emission inspections. Safety inspections shall be scheduled no later than (30) thirty days prior to the expiration or required due date.
6. Contractor will obtain permission prior to beginning any work beyond the work considered as routine maintenance such as extended service work or repairs to vehicles which are recommended due to problems found during the inspection or routine maintenance process. Edgecombe County reserves the right to inspect defective parts, to obtain additional quotes for repairs that exceed (\$350.00) Three Hundred and Fifty Dollars, and for any amount that seems unreasonable.
7. Contractor will keep apprised and coordinate all vehicle recalls or warranty work with the appropriate dealership at no additional charge.
8. Contractor shall warranty pairs for no less than 90 days on labor and workmanship and for the full manufacturer warranty period on parts and materials.

9. The Contractor must maintain all receipts and invoices for parts and supplies on file at the garage for the duration of the contract and make available to the County for inspection.
10. Contractor will be required to maintain up-to-date data on all costs and charges incurred for each individual vehicle that the County brings in for service/repair. Upon request, Contractor agrees to make available to the County within 72 hours:
  - a. Overall summary of vehicle expenses by fiscal year.
  - b. Summary of vehicle expenses by department.
  - c. Summary of vehicle expenses for a particular vehicle number and/or by VIN.
  - d. A listing of North Carolina Certified Vehicle Inspections performed.
  - e. A listing of North Carolina Emissions Inspections performed.
11. Contractor is not allowed to perform work without approval from the respective Edgecombe County Representative or allowed to perform any work without an estimate, with the exception of the standard routine maintenance services listed on "Exhibit A".
12. The Contractor agrees to repair or service vehicles for the County not exceeding the times listed in "Exhibit B".
13. Contractor will advise the County on fleet maintenance status and make recommendations on vehicle replacement.
14. County vehicles and equipment shall be stored in a secure location at the Contractors' place of business with precautions taken to protect the vehicles and contents from vandalism, theft, or damage. Contractor agrees that he/she will be responsible for the proper custody and care of any County vehicle or equipment on the Contractor's premises and will reimburse the County for loss of damage of such property. Contractor shall not allow vehicles to be driven on public roads for purposes other than diagnostics and road testing.
15. All repair service technicians repairing the County's fleet shall be ASE certified. Oil change service technicians shall be properly trained, experienced, and supervised. The County reserves the right to request copies of the services technicians ASE Certifications and Technical Training Certifications at any time.
16. Contractor shall be responsible for proper disposal of all old fluids, filters, batteries, tires, and any other components removed from County vehicles or equipment being serviced.
17. Errors/Deficiencies: Contractor shall, without additional compensation, make any corrections regarding inferior or incomplete work or materials furnished under this agreement if it is determined that Contractor is responsible for any errors or deficiencies.
18. Contractor shall be solely responsible for initiation, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to (1) all persons on the Site or who may be affected by the Work and (2) all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site. Strict adherence to State and Federal OSHA and EPA Regulations shall be required.

## 6.0 GENERAL TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.

2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** Edgecombe County reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
5. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Edgecombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts.
6. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Edgecombe County by any company identified in a) or b) above shall be void *ab initio*.
7. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential as is possible. If legal action is brought to require the disclosure of any material so marked as confidential, the County will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
8. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

- 9. INFORMAL COMMENTS:** Edgecombe County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after awards. The County is bound only by information provided in writing in this RFP and in formal Addenda issued by the County.
- 10. COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Edgecombe County will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
- 11. AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in the contract contemplated by this RFP.
- 12. SITUS AND GOVERNING LAWS:** This Contract contemplated by this RFP will be made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation, and enforcement shall be determined.
- 13. PAYMENT TERMS:** If a payment schedule is not part of the contract, then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
- 14. NON-DISCRIMINATION:** The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
- 15. ADVERTISING:** Vendor agrees not to use the existence of the contract or the name of Edgecombe County as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.
- 16. INSURANCE:**

**COVERAGE** - During the term of the Contract contemplated by this RFP, the Vendor at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.

Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.

Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Suppliers shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability coverage with minimum limits of \$500,000 each accident and \$500,000 each employee disease.

Vendor shall agree these General Conditions constitute an insured contract and shall name Edgecombe County as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the County with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the County a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Supplier's liability and obligations. Nothing in this section is intended to affect or abrogate Edgecombe County's governmental immunity.

Vendor shall require the same insurance requirements of its subcontractors performing any of the Work under this contract.

The provisions of the above insurance requirements shall survive the expiration of the agreement.

**17. GENERAL INDEMNITY:** The Vendor shall hold and save Edgecombe County, its officers, commissioners, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the County has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Vendor deliverables or Services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of the contract.

**18. CONFLICT OF INTEREST:** Per N.C. General Statute 14-234, no public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract.

The statute defines "public officer" as an individual who is elected or appointed to serve or represent a public agency, other than an employee or independent contractor of a public agency. A public officer or employee is involved in administering a contract if he or she oversees the performance of the contract or has authority to make decisions regarding the contract or to interpret the contract; or if he or she participates in the development of specifications or terms or in the preparation or award of the contract. A public officer is also involved in making a contract if the board, commission, or other body of which he or she is a member takes action on the contract, whether or not the public officer actually participates in that action, unless the contract is approved under an exception to this section under which the public officer is allowed to benefit and is prohibited from voting.

There is a conflict of interest when a public officer or employee derives a direct benefit from a contract if the person or his or her spouse: (i) has more than a ten percent (10%) ownership or other interest in an entity that is a party to

the contract; (ii) derives any income or commission directly from the contract; or (iii) acquires property under the contract.

19. **CONFIDENTIALITY:** Any County information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the contract contemplated by this RFP shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by Edgecombe County.
20. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
21. **NO WAIVER:** Notwithstanding any other language or provision in this RFP, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the County under applicable law. The waiver by the County of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
22. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this RFP, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or state or federal constitutional provision or principle that otherwise would be available to the County under applicable law.

## 7.0 EXHIBITS

- **Exhibit A – Quote Form for Vehicle Maintenance Services**
  - Break down pricing per service and per vehicle type (e.g., sedan, fire truck, ambulance)
- **Exhibit B – Service Turnaround Times**
  - **Note:** Emergency vehicles (ambulances, fire trucks, law enforcement) must receive **immediate service priority**
- **Exhibit C – Contractor Questionnaire**
- **Form W-9**

*END OF PROPOSAL*

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**EXHIBIT A**  
**QUOTE FORM FOR AUTOMOBILES, SMALL TRUCKS, SUVs, VANS, HEAVY DUTY TRUCKS, FIRE TRUCKS AND AMBULANCES**  
 Please complete the blanks below or submitted supporting documents detailing each item.  
 Add rows as necessary to list all services offered. Please clearly mark any item to be sublet and include required vendor and markup information.

Standard Labor Rate	\$	Per Hour	
Parts Mark Up	%	Over Contractor Cost	
The County Reserves the right to view the contractor's part supplier invoices.			
In-House or Sublet	Air Injection System Service/Cleaning	\$	Labor, plus Parts at Mark Up price
In-House or Sublet	Break Injection	\$	Fixed Rate
	Remove wheel with no repair; No charge if the repair is completed at the same time		
In-House or Sublet	Brake Fluid Flush	\$	Fixed Rate
In-House or Sublet	Brake pads/parts: Non-pursuit vehicles		
In-House or Sublet	Brake pads/parts: Pursuit vehicles-See Note		
	<b>Note: Brake pads for the Sheriff's Office vehicles must be police rated brake pads.</b>		
	<b>Acceptable brands: Advanced Frontline PD, Napa Fleet Police, Powerstop Top Cop</b>		
In-House or Sublet	Brakes: Front - Disk brake	\$	Labor, plus Parts at Mark Up price
In-House or Sublet	Brakes: Rear: Disk brake	\$	Labor, plus Parts at Mark Up price
In-House or Sublet	Brakes: Front - Drum	\$	Labor, plus Parts at Mark Up price
In-House or Sublet	Brakes: Rear: Drum	\$	Labor, plus Parts at Mark Up price
In-House or Sublet	Refinishing Rotor:	\$	Labor, plus Parts at Mark Up price
In-House or Sublet	Brakes: Front - Disk brake	\$	Labor, plus Parts at Mark Up price
In-House or Sublet	Brakes: Front - Disk brake	\$	Labor, plus Parts at Mark Up price
In-House or Sublet	Brakes: Front - Disk brake	\$	Labor, plus Parts at Mark Up price
In-House or Sublet	Charging System Check	\$	Labor, plus Parts at Mark Up price
	Battery and Alternator		
In-House or Sublet	Coolant System Flush	\$	Fixed Rate
In-House or Sublet	Cooling System Pressure Checks	\$	Fixed Rate
In-House or Sublet	Fuel Injection System Service & Cleaning	\$	Fixed Rate
In-House or Sublet	Adjust Headlights	\$	Fixed Rate
In-House or Sublet	Power Steering Flush	\$	Fixed Rate
In-House or Sublet	Rear End Flush	\$	Fixed Rate

**EXHIBIT A**

**QUOTE FORM FOR AUTOMOBILES, SMALL TRUCKS, SUVs, VANS, HEAVY DUTY TRUCKS, FIRE TRUCKS AND AMBULANCES**

Please complete the blanks below or submitted supporting documents detailing each item.

		Tires	
In-House or Sublet	Tire Balance (only) Light Duty		\$ Fixed Rate Per Tire
In-House or Sublet	Tire Balance (only) Medium Duty		\$ Fixed Rate Per Tire
In-House or Sublet	Tire Balance (only) Heavy Duty		\$ Fixed Rate Per Tire
In-House or Sublet	Tire Mount & Balance Light Duty		\$ Fixed Rate Per Tire
In-House or Sublet	Tire Mount & Balance Medium Duty		\$ Fixed Rate Per Tire
In-House or Sublet	Tire Mount & Balance Heavy Duty		\$ Fixed Rate Per Tire
In-House or Sublet	Tire Rotation (4) Light Duty		\$ Fixed Rate
In-House or Sublet	Tire Rotation (4) Medium Duty		\$ Fixed Rate
In-House or Sublet	Tire Rotation (4) Heavy Duty		\$ Fixed Rate
In-House or Sublet	Tire Rotation and Balance (4) Tires: Light Duty		\$ Fixed Rate
In-House or Sublet	Tire Rotation and Balance (4) Tires: Medium Duty		\$ Fixed Rate
In-House or Sublet	Tire Rotation and Balance (4) Tires: Heavy Duty > 26,000 GVW		\$ Fixed Rate
In-House or Sublet	Tire Rotation and Balance (4) Tires: Ambulance		\$ Fixed Rate
In-House or Sublet	Valve Stem Replacement: Light Duty		\$ Fixed Rate Per Tire
In-House or Sublet	Valve Stem Replacement: Medium Duty		\$ Fixed Rate Per Tire
In-House or Sublet	Valve Stem Replacement: Heavy Duty > 26001 GVW		\$ Fixed Rate Per Tire
In-House or Sublet	Gas Engines		\$ Fixed Rate Up to 6 Quarts
	Lube, Oil, Oil Filter, Check Air Filter, Check and Fill All Fluids		
In-House or Sublet	Diesel Engines		\$ Fixed Rate Up to 6 Quarts
	Lube, Oil, Oil Filter, Check Air Filter, Check and Fill All Fluids		
A new oil filter is to be installed at each oil change service. The air filter will be changed only when it has reached its full-service life.			
In-House or Sublet	Computer Diagnostics		\$ Fixed Rate
	Will diagnostic services be waived if repairs are performed? Yes/No		

**EXHIBIT A**  
**QUOTE FORM FOR AUTOMOBILES, SMALL TRUCKS, SUVs, VANS, HEAVY DUTY TRUCKS, FIRE TRUCKS AND AMBULANCES**  
 Please complete the blanks below or submitted supporting documents detailing each item.

In-House or Sublet	NC Inspection	\$	Fixed Rate
In-House or Sublet	Trailer Inspection	\$	Fixed Rate
In-House or Sublet	Tow Service: Within Edgecombe County** (Normal Hours)	\$	Fixed Rate
	Cars & Light Trucks: Up to 11,000 Lbs G.V.W.		
In-House or Sublet	Tow Service: Within Edgecombe County** (After Hours)	\$	Fixed Rate
	Cars & Light Trucks: Up to 11,000 Lbs G.V.W.		
In-House or Sublet	Tow Service: Outside Edgecombe County** (All Hours)	\$	Plus \$ _____ Per Mile One Way
	Cars & Light Trucks: Up to 11,000 Lbs G.V.W.		
In-House or Sublet	Road Service: Within Edgecombe County** (Normal Hours)	\$	Plus Parts If Needed
In-House or Sublet	Road Service: Within Edgecombe County** (After Hours)	\$	Plus Parts If Needed

\* Labor cost shall not be charged unless major components have to be removed to facilitate the replacement of Batteries, Light Bulbs, and Wiper Blades.

\*\*Optional Towing and Road Service Assistance Items: Are not required but Encouraged.

**EXHIBIT B**  
**SERVICE TURN-AROUND TIMES**  
**AUTOMOBILES, SMALL TRUCKS, SUVs, VANS, HEAVY DUTY TRUCKS,**  
**FIRE TRUCKS AND AMBULANCES**

**County Emergency vehicles will have immediate service priority.**

_____	hours:	Brake pads and rotors (two wheel)
_____	hours:	Brake pads and rotors (four wheel)
_____	hours:	Computer Diagnostics
_____	hours:	Coolant flush
_____	minutes:	Full service oil change
_____	minutes:	NC Safety inspection and Emission Testing (1996 and newer)
_____	minutes:	Rotate and balance four tires
_____	hours:	Transmission service
_____	hours:	Tune-up (varies with vehicle make)
_____	hours:	Transmission replacement
_____	hours:	Drive Belt Replacement

Ambulance, Fire Truck and Law Enforcement

Immediate	Emergency Repairs
Immediate	Brake Service
Immediate	Full Diagnostics

## Exhibit C – Contractor Questionnaire

Please complete the following:

1. **Years in Business:** \_\_\_\_\_
2. **List of Professional Associations or Memberships:**  
  
\_\_\_\_\_
3. **Number of Employees:** \_\_\_\_\_
4. **Average Years of Experience Among Technicians:** \_\_\_\_\_
5. **Number of ASE-Certified Technicians:** \_\_\_\_\_
6. **Number of Non-Certified Technicians:** \_\_\_\_\_
7. **Are Mechanics/Technicians Paid by:**
  - o  Commission
  - o  Flat Hourly Rate
  - o  Both (Explain): \_\_\_\_\_
8. **List Any Additional Services Not Listed in Exhibit A (e.g., A/C Repair):**  
  
\_\_\_\_\_

9. **If Any Services in Exhibit A Are Sublet, List Vendor(s) and % Markup:**
  - o Service: \_\_\_\_\_
  - o Sublet Vendor: \_\_\_\_\_
  - o Markup % Charged to County: \_\_\_\_\_ %

**Note:** The County will not reimburse for services that the contractor is capable of performing in-house but chooses to outsource. All sublet items must be declared.

10. **Number of Service Bays Available:** \_\_\_\_\_
11. **List Any Repairs or Services NOT Performed In-House:**  
  
\_\_\_\_\_

**Name of Labor Cost Estimating Software Used:**

(e.g., Mitchell, Alldata, etc.): \_\_\_\_\_



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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) <sup>**</sup>	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) <sup>**</sup>	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**\* Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

**\*\*** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.