

Request for Weatherization Proposals-PLUMBING

Per State requirements ALL submissions MUST be typed.

Email bids to: wap@brcainc.org

If submitted by email or fax, info must be accompanied by mailed copy to be valid.

Return ALL of the items listed on Bid Proposal Evaluation Checklist.

Documents included in this packet are:

1. Instructions to Bidders
2. Bid Proposal Evaluation Checklist (*Attach checklist to bid information for submission.*)
3. Receipt of Weatherization Bid Package
4. Request for Bid to Provide Weatherization Work
5. Subcontractor Agreement (*complete Schedules A, B, & C*)
6. Non-Collusive Bidding Form
7. Required wording for Certificate of Insurance
8. NC Sales Tax Registration
9. **W-9** Request for Taxpayer Identification Number and Certification
10. Renovation Record-keeping Checklist (for your records)
11. BRCA Protest Procedures
12. References Form

If you are missing any portion of the bid packet contact:

Shawna Hanes

Energy Director

828-438-6255 x 1570

state@brcainc.org

BLUE RIDGE COMMUNITY ACTION, INC.
Weatherization Assistance Program
Instructions to Bidders

1. The National Energy Conservation Policy Act (NECPA), Public Law 95-629, provides for a Weatherization Assistance Program to assist in achieving a prescribed level of energy conservation materials in the homes of low-income persons; and the NECPA provides that funds to carry out the Weatherization Assistance Program be allocated directly to desires the assistance of the Agency in implementing the Weatherization Assistance Program for low-income persons; the Agency (Blue Ridge Community Action, Inc.) desires the assistance of local contractors in implementing the Weatherization Program for low-income persons.
2. The purpose of the contract is to provide for labor in carrying out a Weatherization Assistance Program on units occupied by low-income persons, particularly the elderly and handicapped persons in Alexander, Burke, Caldwell, and Catawba Counties, by the Contractor and to state the terms, conditions, and mutual undertakings of the parties as to the manner in which the program will be undertaken and completed.
3. The successful bidder shall perform a minimum number of certified eligible low-income homes in the aforementioned during the contract period.
4. The Contractor is responsible for weatherizing units in such a manner as to comply with The United States Department of Energy's Low-Income Weatherization Assistance Program regulations, the most recent North Carolina Weatherization State Plan and the Agency regulations, which govern the overall management of the Weatherization Program.
5. The Contractor shall assure that the quality of work performed on the low-income units will be of professional quality and in compliance with all regulations and guidelines mentioned above.
6. The Contractor assures full compliance with fiscal control procedures of the Agency.
7. The Contractor will be responsible for repairing and/or paying for all damages that are caused by the negligence or the irresponsibility of the Contractor and will save the Agency harmless from all liability.
8. Materials will be purchased and warehoused by the Contractor. The Contractor will be responsible for accurately documenting the exact quantity of all materials installed on each job. The Agency will pre-estimate material quantity for each job. Materials must comply with specifications required by the North Carolina Weatherization Assistance Guide 85-F Standards and Techniques.
9. The Agency will furnish the following services, data, and information to the Contractor on a timely basis so as not to unduly delay the performance of the work:
 - ❖ A training and orientation session on weatherization techniques and management policies.
 - ❖ Technical assistance as needed by the Contractor.
 - ❖ Work orders that have been approved and signed by the Agency Weatherization Coordinator or designee.
 - ❖ Payment to the Contractor for labor will be made within 30 days after inspection and approval by the Weatherization Coordinator and submission of itemized invoice of actual materials per unit.

10. The successful bid and resulting contract are subject to and will incorporate the “Terms and Conditions Governing Contracts between a Grantee and Contractor,” and Part II, North Carolina Weatherization Program State Plan, and other applicable regulations that may be insured during the term of the contract.
11. The Contractor shall remain an independent contractor and not an agent, servant, and/or employee of the Agency.
12. The Contractor shall carry Worker’s Compensation and liability insurance on its employees and minimum limits of \$500,000.00 as required. Bids will be rejected unless verification of the requested coverage is submitted with proposals. Automobile Liability Insurance, to include liability insurance coverage, covering all owned, hired and non-owned vehicles used in performance of the contract must be a minimum \$1,000,000.00 combined Property Damage and Bodily Injury; \$1,000,000.00 uninsured/under insured motorist and \$5,000.00 medical payment.
13. The bid amount is the charge for labor to install materials.
14. The bid submitted must include the names, address, and telephone numbers of three references who can attest to the recent past performance of the bidder in related work. Proposals presented will be rejected if references are omitted.
15. Bid packages may be requested by calling 828-438-6255 or by emailing request to state@brcainc.org
16. Pre-bid Conference held via Webex on May 19, 2022.
17. Bid Packets must be received no later than 5:00 on May 20, 2022.
18. Bid opening is scheduled for May 23, 2022 at 10:00am.
19. Bid will remain open for the entire contract year.
20. BRCA is utilizing a competitive negotiation bid process and will evaluate contractors’ bids by cost, experience with the weatherization blower door computer audit, size of crew, and management capacity.



**BID PROPOSAL EVALUATION CHECKLIST
WEATHERIZATION (PLUMBING)**

PRE-BID CONFERENCE held via Webex on May 19, 2022

Call to request meeting link and password

COMPLETED PACKETS MUST BE RECEIVED BY 5:00 ON MAY 20, 2022.

BID OPENING on MAY 23, 2022 @ 10 AM

BIDDER NAME: _____

1. ☐ Completed Bid Proposal Evaluation Checklist
2. ☐ Receipt of Weatherization Bid Package
3. ☐ Request for Bid to Provide Weatherization Work
4. ☐ Non-Collusive Bidding Form
5. ☐ Subcontractor Agreement (complete Schedules A, B, & C)
6. ☐ NC Plumbing License #
7. ☐ Renovate Right Certification (Lead Paint Certificate)
8. ☐ Certificate of Insurance (Worker's Comp Coverage, Automobile Coverage, Pollution Occurrence, and Commercial General Liability) WITH REQUIRED WORDING.
9. ☐ Proof of Previous WX Training and/or Previous WX experience (if applicable)
10. ☐ W-9
11. ☐ Sales Tax ID #
12. ☐ Do you report Sales Tax to the State of North Carolina ☐YES or ☐NO
13. ☐ Received BRCA Protest Procedures ☐YES or ☐NO
14. ☐ Three (3) verifiable references to include name, contact number & description of work

BRCA awards bids to the lowest responsive and responsible bidder. The above listed requirements must be submitted for consideration. Bidder must submit all required documents by deadline, meet above applicable requirements, and have the capacity to meet the required schedule for projects.

BRCA reserves the right to reject, for good and compelling reasons, any and all bid submittals.

FOR OFFICE USE ONLY

DATE RECEIVED: _____ TIME RECEIVED: _____ STAFF INITIALS: _____
VERIFIED DEBARMENT DATE: _____ STAFF INITIALS _____



BLUE RIDGE COMMUNITY ACTION, INC.
Receipt of Weatherization Bid Package

Name: _____

Firm/Organization: _____

Address: _____

Indicate Counties your company can provide services to below.

☐ ALL 8 Counties served by BRCA

☐ Alexander

☐ Burke

☐ Caldwell

☐ Catawba

☐ Gaston

☐ Mecklenburg

☐ Stanly

☐ Union

Signature: _____

Date: _____



BLUE RIDGE COMMUNITY ACTION, INC.
Request for Bid to Provide Weatherization Work

Contractors bidding to perform weatherization services for BRCA must provide a bid that indicates how much labor it will take to install materials on homes from 07/01/2022 to 06/30/2023. This labor cost will cover all costs that are incurred to weatherize each home, except materials. Labor cost is defined as all costs the contractor incurs, such as salaries, fringe benefits, mileage, and insurance to weatherize a home. This is a 1-year contract. The current and following contract term may result in more homes or less.

1. Name of person submitting bid: _____
2. Legal name of firm bid is being submitted for: _____
Street Address: _____
Mailing Address: _____
City, State, Zip: _____
Is this your Corporate Office? ☐ Yes ☐ No
If no, give address of Corporate Headquarters: _____
3. Federal Tax ID Number (if corporation or partnership): _____
4. Social Security Number (if self-employed): _____
5. Do you report Sales Tax to the State of North Carolina? ☐ Yes ☐ No
6. License Number (attach copy)
Contractor's License Number: _____ Expiration Date: _____
Privilege License Number: _____ Expiration Date: _____
7. List scope of operations briefly, detailing any special experience in home weatherization techniques. Provide three written references (provide on additional sheet).
8. List name of Agent and Insurance Companies for the following necessary insurance if you employ others. Attach Certificate of Insurance.

<u>Worker's Compensation</u>	Agent: _____
	Address: _____
	Company: _____
<u>Contractor's Liability</u>	Agent: _____
	Address: _____
	Company: _____
	Amount of Coverage: _____
<u>Other</u>	Agent: _____
	Address: _____
	Company: _____
	Amount of Coverage: _____

(Name of Firm) _____ proposes to install materials rendered under the terms and conditions of this Contract, subject to any additions and deductions, be reimbursed by Contracting Agency on homes for the negotiated number of labor hours times the contractual man-hour rate of \$ _____ to 250 homes between 07/01/2022 – 06/30/2023.

I certify that this bid is true and binding and will not change during the life of any contract proffered on the basis of this bid.

Signature: _____ Date: _____

Printed Name/Title: _____

NORTH CAROLINA WEATHERIZATION ASSISTANCE PROGRAM SUBCONTRACTOR AGREEMENT - PLUMBING

This Agreement is hereby entered into by and between BLUE RIDGE COMMUNITY ACTION, INC.

(Sub-grantee herein "Contractor") and _____

(herein "Subcontractor"). The agreement is subject to the availability of funds from the Award Agreement #DE-0009920 and Award Agreement #22B1NCLIEA & #23B1NCLIEA.

WITNESSETH

WHEREAS, the Contractor has entered into a Weatherization Assistance Program Agreement with the North Carolina Department of Environmental Quality ("DEQ") (the "WAP Contract"), whereby it has agreed to perform certain weatherization activities pursuant to the Weatherization Assistance Program in North Carolina and;

WHEREAS, the Contractor, as a result of the utilization of its agency procurement procedures determined that the Subcontractor is a good value; and

WHEREAS, the Subcontractor has agreed to undertake the services set forth in Schedule A and to fulfill all responsibilities of this Agreement relating to the Project.

NOW, THEREFORE, in furtherance of the Weatherization Assistance Program, and in consideration and the mutual promises and obligations herein provided, the parties do mutually agree as follows:

1. Use of this Contract Document

The Subcontractor acknowledges and agrees that, unless and until executed by the parties, this contract document is a template that DEQ has provided to the Contractor for guidance purposes only (the "Guidance Template"), and that the Subcontractor alone is ultimately responsible for determining whether this or any other contract document used to effect an agreement with the Contractor is legally sufficient for the Subcontractor's purposes.

The Subcontractor further acknowledges and agrees that adoption of this Guidance Template to effect an agreement with the Contractor will not provide safe harbor to either the Contractor or the Subcontractor in the event that either party fails to comply with any of the laws, regulations, rules or policies—whether local, state or federal—applicable to the parties and/or their contractual arrangement. Conversely, the Subcontractor acknowledges and agrees that the Contractor and Subcontractor are under no legal obligation whatsoever to adopt this Guidance Template as the requisite contract document memorializing the parties' agreement. Rather, the Contractor and Subcontractor may elect to execute a different contract document, including any substantive variation of this Guidance Template, so long as such document constitutes a legally binding contract and contains all of the terms, conditions, duties and other contract provisions required under the laws, regulations, rules and policies—whether local, state or federal—applicable to the parties and/or their contractual arrangement.

2. Applicability of WAP Contract

In those instances where services for which the Contractor is responsible under the WAP Contract are to be carried out by the Subcontractor pursuant to the terms of this Agreement, the provisions

of the WAP Contract shall be binding on the Subcontractor to the extent applicable under the laws, regulations, rules and policies—whether local, state or federal—governing the parties' contractual arrangement. Upon request, the Contractor shall provide the Subcontractor with a copy of the WAP Contract within a reasonable period of time.

3. Term of Agreement

This Agreement shall begin on July 1, 2022 (Commencement Date) and shall terminate on June 30, 2023 (Termination Date) with the exception of all provisions regarding records retention and guarantees of work which shall survive the termination of this Agreement.

4. Compensation

The Contractor agrees to pay the Subcontractor for services rendered under the terms and conditions of this Contract, subject to any additions and deductions, the reimbursement cost of materials and labor hours set forth in Schedule B (Price Agreement).

5. Entire Agreement

This Agreement and, to the extent applicable, the WAP Contract, together with any attachments appended prior to the execution of the present Agreement, constitutes the entire Agreement between the parties and shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties.

6. Notices

Any notice to be given pursuant to this Agreement shall be deemed sufficient if given in writing to the address indicated in this Agreement, or such other address as may be specified in writing, and if given by certified mail, return receipt requested, and unless date of receipt is specified herein, such notice shall be deemed given when mailed.

7. Subcontractor's Obligations

The Subcontractor agrees:

- A. To perform the services provided for in Schedule A (Scope of Services) attached. The services provided by the Subcontractor may not be contracted out to any other organization or company.
- B. To comply with all applicable laws, ordinances, codes and regulations of local, state and federal governments, including the obtaining of all required permits and licenses and the requirements of this Agreement, at no additional cost to the Contractor, except that that actual permit and license fees specific to a site of work may be charged to the Contractor.
- C. To use lead safe weatherization in all homes built prior to December 31, 1978, where the possibility of generating dust, both indoors and outdoors, exists. There is no *de minimus* level recognized; however, the preparation area and clean up area should be sized appropriately for the job. Pictures of the lead safe set up must be taken and provided to the Contractor in electronic form when the invoice is submitted.
- D. To provide and maintain commercial insurance during the term of the contract. This insurance shall be maintained at the sole cost of the Subcontractor and with such terms and limits as may be reasonably associated with the contract. The Subcontractor must list the Contractor as a certificate holder on all relevant policies. At a minimum, the Subcontractor shall provide and maintain the following coverage and limits:

- (1) **Worker's Compensation** – The Subcontractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage and minimum limits of \$300,000.00, covering all of Subcontractor's

employees who are engaged in any work under the contract. Sole proprietorships and partnerships with less than three (3) employees, in addition to the sole proprietor or partners, are not required to have Worker's Compensation.

- (2) **Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$100,000.00 Combined Single Limit t. (Defense cost shall be in excess of the limit of liability.)
- (3) **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Subcontractor. The Subcontractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the Contractor that there is in force insurance with equivalent coverage and limits that will offer a least the same protection to the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Subcontractor shall not be interpreted as limiting the Subcontractor's liability and obligations under the contract.

- E. To indemnify and hold harmless the Contractor and any of its officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subcontractor in connection with the performance of this Agreement.
- F. To perform the work in a workmanlike manner acceptable to the Contractor. The Subcontractor shall promptly correct all work rejected as defective or non-conforming as identified by the Contractor during any inspection, within fifteen (15) days of receipt of the written notice of the defect by the Subcontractor, but in no event later than the Termination Date of this Agreement, at no additional cost to the Contractor.
- G. To guarantee all materials installed and labor performed to be free from defects for a period of one year from the date of final acceptance of all the work required by this Agreement on the unit, or the building containing the unit, if later.

At any time up to one (1) year from the date of installation and upon written notice from the Contractor, the Subcontractor shall correct any faulty workmanship in regard to mechanical equipment and weatherization measures. Any manufacturer warranties are in addition to this stated warranty. This one-year warranty provided by the Subcontractor shall run concurrent with the first year of the manufacturer's warranty and does not in any way extend the period of the manufacturer's warranty.

Defective work or materials shall be repaired or replaced, at the election of the Contractor, within thirty (30) days of receipt of the written notice of the defect by the Subcontractor, at no additional cost to the Contractor.

- H. Acceptance of faulty work, or failure on the part of the Contractor to discover defects, will not relieve the Subcontractor of responsibility to correct the defects as set forth herein within the guarantee period.

1. All work assigned to the Subcontractor will be identified by a Job Number and the Subcontractor shall similarly label all invoices, work orders, etc. with the same number for purposes of identification.
 2. The Subcontractor shall provide all required information on forms supplied by the Contractor, or shall supply to the Contractor the information necessary for the completion of such forms.
- I. To provide all labor, tools and equipment necessary to perform this Agreement in an efficient, workmanlike and expeditious manner.
 - J. To ensure employees do not smoke or use other tobacco products (including, but not limited to, pipes, cigars, snuff, or chewing tobacco) on any part of the jobsite. A weatherization jobsite includes the home and the property in which the home is located.
8. Payment Schedule
- A. That the Subcontractor shall not be entitled to any partial payment. Payment will be upon completion of all (100%) of services performed on each home. The Subcontractor must submit Contractor's Invoice that specifies measure labor & material costs for payment.
 1. If the Subcontractor Invoice does not separate sales tax, then a certified statement of sales taxes paid must accompany the invoice.
 - B. The Contractor agrees to make payment within sixty (60) working days after the Contractor's receipt of all billing documentation above.
 - C. Assignment
This Agreement is intended to secure the services of the Subcontractor because of its ability and reputation and none of the Subcontractor's services or obligations under this Agreement shall be assigned, subcontracted or transferred.
 - D. Records
The Subcontractor shall retain all documents and records in connection with work performed for a minimum of three (3) years and shall provide access to its records and to the employees who perform work under this Agreement to the US Department of Energy, the Division and any of its authorized agents or representatives, or other Federal or State representatives for the purpose of audit, examination, excerpts or transactions.

9. Contractor's Obligations

The Contractor agrees:

- A. To provide work orders specifying the quantity and method of all work requested of the Subcontractor in conformance with the Division policies.
- B. To conduct a timely post-inspection to determine the acceptability of the services performed by the Subcontractor no later than ten (10) business days after notification by the Subcontractor of completion (the "Final Inspection").
- C. To pay the Subcontractor promptly according to this Agreement.
- D. Not to condition payment under this Agreement on the Division certification or approval.

10. Conduct of Agreement

A. Solicitation

The Subcontractor shall not actively solicit business from the clients during the course of the Subcontractor's performance of this Agreement. This provision shall not prevent Subcontractor from providing additional services to the clients at the request of the clients, which additional services shall be performed at the sole cost of the clients. The Contractor is not obligated to pay for any work not initiated by the Contract and outside the scope of work provided on a work order.

B. Delays

When good cause is shown for delay in the work by the Subcontractor, the Contractor shall make a determination specifying alternative payment procedures and/or an extension of time allocated for performance of this Agreement based on confirmation of the delay. Such delays may include, but are not limited to, any of the following: changes in the work, labor disputes, fire, flood, unavoidable casualty or damage to materials, an act or neglect of the property owner or such cause beyond the control of the Subcontractor.

C. Liquidated Damages

It is understood that actual damages due to delay in the performance of the work are uncertain and difficult to ascertain. The reasonably foreseeable damages due to such delay are agreed to be the sum of one hundred dollars (\$100) per day per dwelling unit. The Contractor may withhold and retain such liquidated damages out of any monies due to the Subcontractor under this Agreement.

D. Termination

1. For Fault

If the Contractor determines that the Subcontractor has failed to perform or will fail to perform all or any part of the Subcontractor's services or obligations required under this Agreement, the Contractor may terminate or suspend this Agreement in whole or in part upon written notice by certified mail to the Subcontractor specifying the portions of this Agreement terminated, suspended or reduced. Such notice shall specify the violation(s) of this Agreement, and, in the case of termination, shall specify a reasonable period of not more than ten (10) days nor less than five (5) days from receipt of the notice, at which time the Agreement shall be deemed terminated. In the event of such termination, any materials, supplies, tools or equipment provided by the Contractor shall be returned forthwith by the Subcontractor.

2. Not for Fault

Whenever the Contractor determines that termination of this Agreement in whole or in part is in the best interest of the Contractor or the Division, or in the event that termination is required by a Federal Subgrantee, the Contractor may terminate this Agreement by written notice to the Subcontractor specifying the services terminated and the effective date of the termination. Upon termination, the Subcontractor shall be entitled to and the Contractor shall pay, the eligible costs incurred in compliance with this Agreement until the date of the termination, plus any costs the Subcontractor incurs directly resulting from such termination, provided however, that the total amount paid to the Subcontractor shall not be more than the amount of Total Compensation specified in this Agreement.

3. Termination for Circumstances Beyond the Control of the Subcontractor

The Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Subcontractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Subcontractor shall notify the Contractor in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contractor of the cessation of such occurrence.”

4. In the event of termination of this Agreement, the Contractor shall simultaneously forward to the North Carolina Weatherization Assistance Program a copy of the required notice.

SCHEDULE A

Scope of Services

The Subcontractor agrees to provide the plumbing services described on the Scope of Work document provided by the Contractor. Likely tasks include, but are not limited to:

1. Move/upgrade water lines for installation of a new water heater.
2. Connect water lines to new water heater. If combustion water heater is selected, a low nitrogen oxide burner will be required. Heat traps will be installed on the inlet and outlet piping where not provided by manufacturer
3. Repair minor leaks.
4. Pipe in new boiler unit.
5. Repair pipes for existing boiler/radiator unit.
6. Maintain radiator system, including servicing of steam traps and valves.
7. Other, as specified in the Scope of Work provided by the Contractor.
8. Provide comprehensive plumbing assessments with estimates including estimated costs for labor and materials needed for repairs.
9. Provide before and after pictures of completed work.
10. Provide pictures of newly installed water heaters, monitor heaters, or other appliances.
11. Submit invoices in a timely manner to help facilitate the inspection process. Invoices should either
1.) include sales tax OR 2.) subcontractor must complete a sales tax certification for every invoice submitted.

Note: Services that expose workers or subcontractors to raw sewage are strictly prohibited by the Weatherization Assistance Program. This includes, but is not limited to, repair to sewage lines and septic system flushes.

SCHEDULE B

Subcontractor Compensation

All labor rates quoted must include all overhead cost including travel, worker compensation, equipment, maintenance, administrative costs, and work pay.

Labor rate (Dollars and cents (\$#.##) per man-hour)	
Flat Assessment Fee	

SCHEDULE B

Subcontractor Equipment Verification

Identify equipment owned by subcontractor that will be used in performing weatherization work:

EQUIPMENT	MANUFACTURER	MODEL	CONDITION	CALIBRATION DATE
Blower Door				
Monometer				
Duct Blaster				
Digital Camera				
Combustion Analyzer				
Other				
Other				

IN WITNESS THEREOF, the parties have executed this Agreement

SUBCONTRACTOR – To be signed before submission to the Contractor

SIGNED: _____ DATE: _____

NAME (PRINTED): _____ TITLE: _____

BUSINESS: _____

ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE: _____ EMAIL: _____

CERTIFIED LEAD RENOVATOR FIRM # & EXPIRATION DATE: _____

NC PLUMBING LICENSE # _____

CHECK ONE: ☐ INVOICE SHALL SEPARATE SALES TAX ☐ CERTIFIED STATEMENT SHALL BE USED

CONTRACTOR – To be signed after state review

SIGNED _____ DATE: _____

NAME (PRINTED): _____ TITLE: _____

BUSINESS: _____

NON-COLLUSIVE BIDDING FORM

1. By submission of a proposal, each applicant and each person signing on behalf of any applicant certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, under penalty of perjury, to the best of his/her knowledge and belief, that:
 - A. the prices in a proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other applicant or with any competitor:
 - B. unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the applicant prior to opening, directly or indirectly, to any other applicant or to any competitor; and,
 - C. no attempt has been made or will be made by the applicant to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
2. A proposal shall not be considered for award nor shall any award be made where (1)(A), (B) and (C) have not been complied with provided, however, that if in any case the applicant cannot make the foregoing certification, the applicant shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reason therefore. Where (1)(A), (B) and (C) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless Blue Ridge Community Action, Inc. determines that such disclosure was not made for the purpose of restricting competition.
3. Any proposal hereafter made to Blue Ridge Community Action, Inc. by a corporate applicant *for work or services* performed or to be performed or for goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such proposal contains that certification referred in subdivision (1)(A) of the paragraph, shall be deemed to have been authorized by the Board of Directors of the applicant, and such authorization shall be deemed to include the signing and the submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Applicant: _____

Address: _____

Authorized Signature

Date

Name

Title

Required Wording for Certificate of Insurance

The Comprehensive General Liability, Comprehensive Automobile Liability and Commercial Excess (Umbrella) Liability policies shall contain an endorsement adding **Blue Ridge Community Action Inc.** and the Owners, as well as their respective employees, agents and representatives as Additional Insureds as respects any liability arising from the Subcontractor's operations in the performance of the Work. Such Additional Insured coverage may be written on a "blanket" basis, but coverage afforded to **Blue Ridge Community Action Inc.** and the Owners must be at least as broad as that afforded by ISO form CG 20 33 and CG 20 37 (10-2001 editions) or their equivalent. Regardless of the form(s) used, the coverage as additional insured shall include the Products / Completed Operations hazards.

The Additional Insured coverage afforded **Blue Ridge Community Action Inc.** and the Owner must be stated to be primary, and any coverage carried by **Blue Ridge Community Action Inc.** and / or the Owner shall be secondary with respect to any claim arising from the Subcontractor's operations in the performance of the Work.

The Comprehensive General Liability, Comprehensive Automobile Liability, Workers Compensation / Employers Liability and Commercial Excess (Umbrella) Liability policies shall contain a Waiver of Subrogation in favor of **Blue Ridge Community Action Inc.** and the Owners.

Prior to any Work commencing under this subcontract, the Subcontractor shall cause his insurance agent or carrier to file a Certificate of Insurance with **Blue Ridge Community Action Inc.** The Certificate of Insurance shall reference the Project, and certify that the types of insurance, limits of liability and coverages required hereunder, including the Additional Insured, Primary Insurance, Waivers of Subrogation and Cancellation clauses referenced are in full force and effect. The Certificate shall also state that 30 days prior notice will be given to **Blue Ridge Community Action Inc.** before any cancellation or non-renewal is to take place.

NC-BR

Business Registration Application for Income Tax Withholding, Sales and Use Tax, and Other Taxes and Service Charge

Office Use

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I. Identifying Information	1. Federal Employer ID No.: <input type="text"/> or Proprietor's Social Security No.: <input type="text"/>																						
	2. Type of Ownership: <input type="radio"/> Proprietorship <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Partnership <input type="radio"/> LLP <input type="radio"/> Fiduciary <input type="radio"/> Other (Identify) <input type="text"/>																						
	If a corporation, state of incorporation: <input type="text"/> If Corporation or LLC, enter N.C. Secretary of State ID No., if applicable: <input type="text"/>																						
	3. Legal Business or Owner's Name: <input type="text"/>																						
	4. Trade Name (DBA Name): <input type="text"/>																						
	5. Daytime Business Phone: <input type="text"/>		6. Fax Phone: <input type="text"/>																				
	7. Email Address: <input type="text"/>																						
	8. Business Location in N.C.: Street <input type="text"/>																						
	(Not P.O. Box Number) City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/> County <input type="text"/>																						
	9. Is the business located within city or town limits? <input type="radio"/> Yes <input type="radio"/> No 10. Number of locations in N.C. <input type="text"/> Enclose list if more than one.																						
	11. Mailing Address: Street or P.O. Box <input type="text"/>																						
	City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/>																						
12. List responsible persons (President, Treasurer, Chief Financial Officer, Manager, Primary Partners, other officers, etc.):																							
<table border="1"> <thead> <tr> <th>Name</th> <th>Title</th> <th>Social Security No.</th> <th>Address</th> </tr> </thead> <tbody> <tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr> <tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr> <tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr> <tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr> </tbody> </table>				Name	Title	Social Security No.	Address	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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II. Withholding Tax Section	Complete to apply for an Income Tax Withholding Number.																						
	-Do you have employees who are subject to N.C. withholding? <input type="radio"/> Yes <input type="radio"/> No -Date when wages were or will first be paid in N.C.: <input type="text"/>																						
	-Do you make pension payments to N.C. residents? <input type="radio"/> Yes <input type="radio"/> No (You are required to file a return beginning with the month or quarter you indicate.)																						
	If yes, do you choose to report the pension payment withholding separately? (See instructions) <input type="radio"/> Yes <input type="radio"/> No																						
	-Do you pay compensation (other than wages to employees) to a nonresident entity or a nonresident individual for personal services performed in N.C.? <input type="radio"/> Yes <input type="radio"/> No																						
	-Do you pay compensation (other than wages) to an ITIN contractor for services performed in N.C.? <input type="radio"/> Yes <input type="radio"/> No																						
	-Total amount you expect to withhold each month: <input type="radio"/> Less than \$250 (Quarterly) <input type="radio"/> \$250 - Less than \$2,000 (Monthly) <input type="radio"/> \$2,000 or more (Semiweekly)																						
	-If business is seasonal (six or fewer months), fill in circles for months employees are paid: <input type="radio"/> Jan <input type="radio"/> Feb <input type="radio"/> Mar <input type="radio"/> Apr <input type="radio"/> May <input type="radio"/> Jun <input type="radio"/> Jul <input type="radio"/> Aug <input type="radio"/> Sep <input type="radio"/> Oct <input type="radio"/> Nov <input type="radio"/> Dec																						
III. Sales & Use Tax and Other Taxes Section	Complete to apply for a Sales and Use or Other Applicable Number. (You are required to file a return beginning with the month or quarter you indicate.)																						
	-When will you start selling or purchasing items or services subject to N.C. taxes and/or service charge? <input type="text"/>																						
	-Will your sales or gross receipts be? <input type="radio"/> Retail (to users or consumers) <input type="radio"/> Wholesale (to registered merchants for resale) <input type="radio"/> Both Retail and Wholesale																						
	-What kind of business are you engaged in? (Be specific) <input type="text"/>																						
	-What accounting method will you use?* <input type="radio"/> Cash <input type="radio"/> Accrual -Are you registering <u>only</u> to remit use tax on purchases? <input type="radio"/> Yes <input type="radio"/> No																						
	-Will you provide and sell piped natural gas? <input type="radio"/> Yes <input type="radio"/> No		-Will you provide and sell telecommunications and ancillary services? <input type="radio"/> Yes <input type="radio"/> No																				
	-Will you provide and sell electricity? <input type="radio"/> Yes <input type="radio"/> No		-Will you provide and sell direct-to-home satellite services? <input type="radio"/> Yes <input type="radio"/> No																				
	-Will you provide motor vehicle leases or subscriptions? <input type="radio"/> Yes <input type="radio"/> No		-Will you provide and sell other video programming services? <input type="radio"/> Yes <input type="radio"/> No																				
	-Will you sell new tires? <input type="radio"/> Yes <input type="radio"/> No		-Will you provide and sell prepaid wireless telecommunications services? <input type="radio"/> Yes <input type="radio"/> No If yes, select filing frequency <input type="radio"/> Monthly <input type="radio"/> Semiannual																				
	-Will you sell new appliances? <input type="radio"/> Yes <input type="radio"/> No																						
	-Amount of sales tax expected each month: <input type="radio"/> Less than \$100 (Quarterly) <input type="radio"/> \$100 - Less than \$20,000 (Monthly) <input type="radio"/> \$20,000 or more (Monthly with Prepayment)																						
	-If business is seasonal (six or fewer months), fill in circles for months of sales: <input type="radio"/> Jan <input type="radio"/> Feb <input type="radio"/> Mar <input type="radio"/> Apr <input type="radio"/> May <input type="radio"/> Jun <input type="radio"/> Jul <input type="radio"/> Aug <input type="radio"/> Sep <input type="radio"/> Oct <input type="radio"/> Nov <input type="radio"/> Dec																						
*Sales tax on telecommunications and ancillary services, electricity, and piped natural gas must be reported on the accrual basis.																							

IV. Signature: _____ Title: _____ Date: _____
I certify that, to the best of my knowledge, this application is accurate and complete.

Mail to: N.C. Department of Revenue, P.O. Box 25000, Raleigh, NC 27640-0100

II. Income Tax Withholding

Wages: North Carolina law requires withholding of income tax from salaries and wages of all residents regardless of where earned and from wages of nonresidents for personal services performed in this State. The tax must be withheld from each payment of wages, and is considered to be held in trust until it is paid to the Department of Revenue. Due date requirements for reporting and paying the tax depend on the amount of tax withheld each month. Employers withholding less than \$250 per month report and pay quarterly. Employers who, on average, withhold at least \$250 but less than \$2,000 per month report and pay monthly. Employers who, on average, withhold \$2,000 or more per month make payments on the dates federal deposits are required and file quarterly reports.

Pension Payments: If you are required to withhold federal tax under section 3405 of the Internal Revenue Code on a pension payment to a N.C. resident, you must also withhold State income tax unless the recipient elects no withholding. You must withhold on periodic payments as if the recipient is a single individual with no withholding allowances unless the recipient provides an allowance certificate (Form NC-4P) reflecting a different filing status or number of allowances. For nonperiodic distributions, 4% of the tax must be withheld. **Reporting and Paying Pension Withholding:** If you already have a wage withholding identification number, you can report and pay the pension withholding with your wage withholding or you may choose to report and pay the withholding tax separately. If you choose to pay pension withholding with wage withholding, you do not have to complete this form. However, if you choose separate reporting of wage and pension withholding, or if you report only pension withholding, you must complete and file this form to obtain a new identification number.

Compensation Paid to a Nonresident Individual or Nonresident Entity for Personal Services Performed in North Carolina: If you pay non-wage compensation of more than \$1,500 during the calendar year to a nonresident contractor for personal services performed in N.C. in connection with a performance, an entertainment or athletic event, a speech, or the creation of a film, radio, or television program, you must withhold N.C. income tax at the rate of 4% from this non-wage compensation.

Compensation Paid to an ITIN Contractor: If you pay non-wage compensation of more than \$1,500 during the calendar year to an ITIN contractor, you must withhold North Carolina income tax at the rate of 4% from the non-wage compensation. An ITIN contractor is a contractor who performs services in North Carolina for compensation other than wages and whose taxpayer identification number is an ITIN number instead of a social security number. An ITIN is issued by the Internal Revenue Services to a person who is required to have a taxpayer identification number but does not have and is not eligible to obtain a social security number.

Reporting and Paying Withholding from Non-wage Compensation: If you already have a wage withholding identification number, you should report and pay the non-wage withholding with your wage withholding. If you report only non-wage withholding, you must complete and file this form to obtain a withholding identification number. **For detailed instructions on reporting and paying tax withheld from wages, pensions, and other non-wage compensation, see Form NC-30, Income Tax Withholding Tables and Instructions for Employers. Form NC-30 is available on the Department's website at www.ncdor.gov.**

III. Sales and Use Tax and Other Taxes and Service Charge

Every person engaged in business as a retailer or wholesale merchant in this State or a facilitator liable for remittance of sales and use taxes, must obtain a Certificate of Registration. A Certificate of Registration issued by the Department contains the sales and use account ID issued by the Department. A Certificate of Registration allows the retailer or wholesale merchant to issue Form E-595E, Streamlined Sales and Use Tax Agreement Certificate of Exemption, or the required data elements per N.C. Gen. Stat. § 105-164.28, to obtain tangible personal property, certain digital property or certain services at the time of purchase for resale without paying sales and use tax. A purchaser is liable for a \$250.00 penalty for misuse of the Certificate of Exemption per N.C. Gen. Stat. § 105-236(a)(5a). See Form E-595E instructions for the proper use of the form.

Every business that purchases taxable tangible personal property, certain digital property, or certain services inside or outside this State for storage, use, or consumption in North Carolina where sales and use tax is not paid to the vendor at the time of purchase is required to obtain a Certificate of Registration to remit use tax due on the purchase price of such items unless the business is currently registered to remit sales tax.

In addition to items subject to the general State, applicable local, and applicable transit rates of sales and use tax, a person may register in this section to report and remit tax due on the following: gross receipts derived from sales of electricity or piped natural gas; gross receipts derived from providing telecommunications services and ancillary services or video programming; motor vehicle lease or subscription receipts; scrap tire disposal; white goods (appliances) disposal; and prepaid wireless telecommunications service charge.

Business Registration Application Instructions

Step 1 - Complete Section I. Identifying Information. Use blue or black ink to complete this form in its entirety and mail to the Department.

Line 1 Enter your Federal Employer Identification Number. **Important:** Federal employer identification numbers are required of all partnerships. If the business is a proprietorship, enter the Social Security Number of the owner.

Line 3 If the business is a sole proprietorship, enter the name of the owner. If the business is a corporation or a LLC, enter the legal name. The legal name of the N.C. corporation or LLC is the name shown on the Articles of Incorporation or Articles of Organization filed with the Secretary of State. The legal name of an out-of-state corporation or LLC is the name shown on the Certificate of Authority issued by the Secretary of State. If the business is a partnership, enter the legal name of the partnership and list the partners' names in Line 12.

Line 4 Enter the trade name by which your business is known to the public.

Line 8 Enter the N.C. address of the actual business location, not the home address of an individual owner or a representative.

Step 2 - Complete Section II. if you are applying for an Income Tax Withholding Number.

Step 3 - Complete Section III. if you are applying for a Certificate of Registration, also known as a Sales and Use Tax Number, or for a Users or Consumers Use Tax Registration. Section III. allows a person to request registrations for Other Taxes and Service Charge.

Step 4 - Sign and date the application and mail it to N.C. Department of Revenue, P.O. Box 25000, Raleigh, NC 27640-0100. The application must be signed by the owner, a partner, a corporate officer, or another authorized individual. Questions can be directed to 1-877-252-3052. Select the Other Inquiries option, then the appropriate tax type.

NOTE - The Department will assign you a withholding, sales and use tax, motor vehicle lease and rental tax, scrap tire disposal tax, white goods disposal tax, prepaid wireless telecommunications service charge account number as appropriate, after this application is processed. Use the assigned number to make your tax payments. The amount of tax withheld, any sales tax, or any other taxes or service charge on this application collected are deemed by law to be held in trust by you for the State of N.C. Failure to remit or any misapplication of these funds to the Department of Revenue could result in criminal action.

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 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?* on page 2 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

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

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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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 his or her 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 his or her 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include 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 Part II instructions on page 3 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 under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 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 no longer are 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **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. 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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 in 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 possession, 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 possession
- 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
- 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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) written or printed 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 possession, 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.

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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 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. You may also get this form by calling 1-800-772-1213. 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/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ 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.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Renovation Recordkeeping Checklist

Name of Firm: _____

Date and Location of Renovation: _____

Brief Description of Renovation: _____

Name of Assigned Renovator: _____

Name(s) of Trained Worker(s), if used: _____

Name of Dust Sampling Technician,
Inspector, or Risk Assessor, if used: _____

- Copies of renovator and dust sampling technician qualifications (training certificates, certifications) on file.
- Certified renovator provided training to workers on (check all that apply):
 - Posting warning signs
 - Maintaining containment
 - Waste handling
 - Setting up plastic containment barriers
 - Avoiding spread of dust to adjacent areas
 - Post-renovation cleaning
- Test kits used by certified renovator to determine whether lead was present on components affected by renovation (identify kits used and describe sampling locations and results):

- Warning signs posted at entrance to work area.
- Work area contained to prevent spread of dust and debris
 - All objects in the work area removed or covered (interiors)
 - HVAC ducts in the work area closed and covered (interiors)
 - Windows in the work area closed (interiors)
 - Windows in and within 20 feet of the work area closed (exteriors)
 - Doors in the work area closed and sealed (interiors)
 - Doors in and within 20 feet of the work area closed and sealed (exteriors)
 - Doors that must be used in the work area covered to allow passage but prevent spread of dust
 - Floors in the work area covered with taped-down plastic (interiors)
 - Ground covered by plastic extending 10 feet from work area—plastic anchored to building and weighed down by heavy objects (exteriors)
 - If necessary, vertical containment installed to prevent migration of dust and debris to adjacent property (exteriors)
- Waste contained on-site and while being transported off-site
- Work site properly cleaned after renovation
 - All chips and debris picked up, protective sheeting misted, folded dirty side inward, and taped for removal
 - Work area surfaces and objects cleaned using HEPA vacuum and/or wet cloths or mops (interiors)
- Certified renovator performed post-renovation cleaning verification (describe results, including the number of wet and dry cloths used): _____
- If dust clearance testing was performed instead, attach a copy of report.
- I certify under penalty of law that the above information is true and complete.

Name and title

Date

BLUE RIDGE COMMUNITY ACTION, INC. BID PROTEST PROCEDURE

PURPOSE

To assure fair and open competition.

PROCEDURE

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.

Any party which is an actual bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of BRCA transmitting via fax or email the announcement of intent to award. "Any protest made by a subcontractor will be forwarded to the awarding agency."

The protest must be addressed to the Finance Director, Blue Ridge Community Action, Inc., 800 North Green Street, Morganton, NC 28655 and must include all the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested

After careful consideration of all relevant information, the agency shall make a written decision.

A decision of the Finance Director may be appealed to the Executive Director or BRCA Board of Directors depending on the type of bid. An appeal must be in writing and be delivered to the Executive Director at 800 North Green Street, Morganton NC 28655 within seven (7) calendar days of the date of the Finance Director faxed or emailed his/her decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protest party.

REFERENCES

Name: _____

Address: _____

Telephone: _____

Contract Amount: _____

Type of Work Done: _____

Quality of Work: ☐ Excellent ☐ Good ☐ Fair ☐ Poor

Reference Checked by: _____ Date: _____

* * * * *

Name: _____

Address: _____

Telephone: _____

Contract Amount: _____

Type of Work Done: _____

Quality of Work: ☐ Excellent ☐ Good ☐ Fair ☐ Poor

Reference Checked by: _____ Date: _____

* * * * *

Name: _____

Address: _____

Telephone: _____

Contract Amount: _____

Type of Work Done: _____

Quality of Work: ☐ Excellent ☐ Good ☐ Fair ☐ Poor

Reference Checked by: _____ Date: _____

s/s/wap reference check