INVITATION FOR BID (No.16-14)

PROJECT: **Landscape Maintenance Services**
LOCATION: **Smithfield, VA**
DATE: **December 7th 2016**

The Town of Smithfield will receive sealed bids for the above titled project at the office of the Dept. of Planning, Engineering, and Public Works located at **Town Hall 310 Institute Street, Smithfield, Virginia 23430** until **10:00 a.m.** local time on **Thursday, January 12th 2017**, at which time the bids will be publicly opened and read aloud. Any bids received after the specified time and date will not be considered.

The work under this project consists of Landscape Maintenance Services for town owned buildings and properties.

A detailed Scope of Work may be obtained from the office of the Dept. of Planning, Engineering, and Public Works located at 310 Institute Street, Smithfield, Virginia 23430 or by visiting the town website at www.smithfieldva.gov. **A non-mandatory pre-bid meeting will be held on Tuesday, December 20th 2016 at 10:00 a.m. at the above location.**

Questions must be directed to Sonja Eubank at 757-365-4272 or seubank@smithfieldva.gov. Any contact with any Town representative, other than outlined above, concerning this IFB is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

Bids must be submitted on the designated Bid Form, completed in ink or typed and signed by an authorized representative. Envelopes containing bids shall be in a sealed envelope marked "Landscape Maintenance Services ". Failure to comply with all instructions may result in the bid being deemed non-responsive.

Withdrawal of bids due to error shall be subject to and in accordance with Section 2.2-4330 of the Code of Virginia and the Contract Documents.

The Owner reserves the right to waive minor non-substantive errors in the bid, to reject any/or all bids, to award any bid in whole or in part and award the bid considered to be in the best interest of the Owner. The Owner also reserves the right to negotiate with the lowest responsive, responsible Bidder should bid exceed available funds.

The Town of Smithfield does not discriminate in the solicitation or awarding of contract on the basis of race, religion, faith-based organizations, color, national origin, age, disability, or any other basis prohibited by State or Federal law.

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TOWN OF SMITHFIELD
INVITATION FOR BID
LANDSCAPE MAINTENANCE SERVICES (16-14)

INSTRUCTIONS TO BIDDERS

I. PURPOSE:

The Town of Smithfield (hereinafter referred to as "Town") is soliciting sealed bids from qualified contractors to provide landscaping maintenance services for town owned buildings and properties. ***Contract will begin April 1, 2017.***

II. SCOPE OF WORK:

1. The Contractor shall furnish all labor, supervision, equipment, tools, and materials necessary, for the complete and satisfactory performance in providing Landscape Maintenance Services. ***See attached for detailed list of locations and work to be performed. Additional work may develop during this contract term which will be required to be performed. Bids MUST be submitted on the attached Bid Form.***
2. The contractor shall be responsible for any damage claims which may arise as a result of work performed under this contract. Failure to repair the damaged areas will result in withholding of the amount of cost of repair by the Town from a subsequent payment due the contractor.
3. The contractor shall have sufficient personnel and the proper equipment to perform the work under this contract. ***Contractor shall submit a list of personnel and equipment available for use under this contract.*** The contractor shall be responsible for the conduct of all employees while on the job site. Employees shall be properly trained and qualified to perform the work.
4. The contractor shall provide all employees with safety supplies and equipment, which shall include, but are not limited to safety hard hats, reflective vests, etc. The contractor shall ensure that all employees wear the appropriate safety clothing and use appropriate safety supplies and equipment while on the job site in accordance with OSHA regulations and the current VDOT Work Area Protection Manual.
5. Contractor shall comply with the current edition of the VDOT Work Area Protection Manual for all work performed in or around the towns and VDOT rights of way. Employees must hold a current Basic Work Zone Control and Flagger's Certification.
6. A copy of the town safety program will be provided to contractor. Contractor will be responsible to ensure all employees abide by our safety rules and regulations. An acknowledgement form must be signed and returned to the town within 10 days of receipt. In addition, contractor agrees to give the town access to their safety records as applicable.
7. The town reserves the right to stop the contractor from performing work for failure to observe applicable safety precautions. Work may not resume until approval is given by the Town that all applicable safety measures are in place.

8. The contractor shall have knowledge of proper maintenance techniques in all applicable areas, complete knowledge of pesticides and their proper usage and knowledge of the proper soil and environmental conditions needed for healthy plant growth.
9. Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly.
10. The contractor shall maintain a weed-free appearance at all times. Applications of round-up to newly sprouting weeds; hand weeding of larger weeds as needed an application of pre-emergent herbicide as control. Pruning of new young growth on trees as needed.
11. Use of chemicals shall be in accordance with all State and Federal rules, local laws, ordinances and regulations for safe handling and application of hazardous chemicals including the requirements of the Virginia Department of Agriculture for licensing and certification.
12. All equipment, materials and work shall comply with all applicable Federal, State and local laws, ordinances, rules, regulations and codes including the Virginia OSHA Standards.
13. Any pesticide of fertilizer applications that could potentially affect people or property will be performed during non-standard business hours.

III. LICENSE REQUIREMENTS:

A current Commercial Pesticide Applicator Certificate that is valid in the following categories; **Category 3A** Ornamental Pest Control, **Category 3B** Turf and **Category 6** Right of Way Pest Control. Successful contractor must also be certified as a **Certified Fertilizer Applicator (CFA). Copies of a current Commercial Pesticide Applicator Certificate and a CFA Certificate must be submitted to the Contract Officer before contract begins on April 1, 2017.**

IV. SUBMITTAL REQUIREMENTS:

All Contractors must submit the attached completed bid form, signature sheet, exception page, reference page and list of personnel and equipment available for use under this contract. Failure to do so may result in your bid being non-responsive. *Contractor has ten (10) days from notice of intent to award to provide agreement, insurance documentation and W-9 form.* Copies of current Commercial Pesticide Applicator Certificate and CFA Certificate must be submitted before contract begins on April 1, 2017.

V. CONTRACT TERM:

Period of service to be for (1) year period with option to renew for (4) four additional one year periods.

VI. PRE BID MEETING:

There will be a non-mandatory pre-bid meeting at the Department of Planning, Engineering and Public Works located at Town Hall 310 Institute Street, Smithfield, Virginia on **Tuesday, December 20th 2016 at 10:00 a.m.**

The purpose of this meeting is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Bring a copy of this solicitation with you. Any changes resulting from this meeting will be issued in a written addendum to the solicitation.

VII. NOTICE OF AWARD:

Public notice of award will be posted on eVA (eva.virginia.gov) and at Town Hall, 310 Institute Street, Smithfield, Virginia.

VIII. DELIVERY INSTRUCTIONS:

Bids shall be in a sealed envelope marked "Landscape Maintenance Services" and delivered no later than **10:00 a.m. on Thursday, January 12th 2017 ,** (at which time the bids will be publicly opened and read aloud) to:

Sonja Eubank, Contract Officer
Town of Smithfield
310 Institute Street
Smithfield, VA 23430

Any bids received after the specified time and date will not be considered. All questions shall be directed to Sonja Eubank via email at seubank@smithfieldva.gov or 757-365-4272. **Deadline for questions will be 5:00 p.m. Friday, January 6th 2017.**

IX.

GENERAL TERMS AND CONDITIONS

Contract Period:

The contract period shall be in effect as described in the contract award.

Probation Period:

There shall be a 90 day probation period starting from time of execution of the contract. During this time the Town may cancel the contract at any time for any reason. Verbal and written notification with cause for cancellation will be provided to the contract provider.

Cancellation:

After the probation period, the Town may cancel and terminate any resulting contract for poor contractor performance, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

Public Notice of Award:

Public notice of award will be posted on eVA (eva.virginia.gov) and at Town Hall, 310 Institute Street, Smithfield Virginia.

Payment and Invoices:

All invoices shall have a payment of net 30 days. All invoices over $10,000 require Town Council approval and must be submitted by the **15th** of each month in order to be included on current month's committee agenda.

Contractual Disputes:

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after receipt of final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or at the beginning of the work upon which the claim is based.

No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the public body's chief administrative officer or his designee. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the public body fails to render a decision within 90 days of submission of the claim. Failure of the public body to render a decision within 90 days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the public body's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

A contractor may not invoke administrative procedures meeting the standards of § 2.2-4365, if available, or institute legal action as provided in § 2.2-4364, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified in the contract or, if no time is specified, then within the time provided by subsection C (§ 2.2-4363). A failure of the public body to render a final decision within the time provided in subsection C shall be deemed a final decision denying the claim by the public body.

The decision of the public body shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by the public body by invoking administrative procedures meeting the standards of § 2.2-4365, if available, or in the alternative by instituting legal action as provided in § 2.2-4364.

Applicable Laws and Courts:

This solicitation and any resulting contract shall be governed in all respects by the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Isle of Wight County. The parties are encouraged to resolve any issues in controversy arising from the award of this contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures as provided for in Section 2.2-4366 of the Code of Virginia (1950, as amended). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

Anti-Discrimination:

The Contractor is prohibited from engaging in employment discrimination and must comply fully with the provisions of the Code of Virginia, Section 2.2-4311 (1950, as amended).
The Town of Smithfield does not discriminate on the basis of race, sex, age, handicap, national origin or faith/religious affiliation.

By submitting their proposals/bids, offerors/bidders certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. See *Code of Virginia*, § 2.2-4343(1)(E).

In every contract over $10,000, the provisions in (1) and (2) below apply:

1. During the performance of this contract, the Contractor agrees as follows:

   (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation

of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of (1) above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each Sub-Contractor or vendor.

Nondiscrimination of Contractors:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

Ethics in Public Contracting:

By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their proposal/bid, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present of promised, unless consideration of substantially equal or greater value was exchanged.

The bidder/offerer shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose who such conflicts might be resolved.

By his/her signature on the documents submitted, each bidder/offeror attest that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the bidder/offeror, or itself, to gain any favoritism in the award of this contract.

Immigration Reform and Control Act of 1986:

By submitting their proposals/bids, offerors/bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

Antitrust:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town of Smithfield all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Town of Smithfield, relating to the particular goods or services purchased or acquired by Town of Smithfield under said contract.

Default:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Smithfield, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

Drug-Free Workplace:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each Sub-Contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

Payment Requirements:

All contracts awarded by any agency of local government require the following action to be taken by contractors:

a. Within seven days after receipt of amounts paid for work performed by the subcontractor under that contract:

   (1) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or

(2) notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

(3) A subcontractor may contact the contracting agency concerning non-payment and non-notification by the prime contractor. The subcontractor has to show proof that it has not been paid by providing supportive document.

b. If an individual contractor, provide social security number in order to receive payment.

c. If a proprietorship, partnership or corporation, provide federal employer identification number.

d. Pay interest to subcontractors on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the agency for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (2) above.

e. Interest shall accrue at the rate of one percent per month.

f. To include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

NOTE: A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town of Smithfield. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Silence of Specifications:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

Background Checks:

The Town of Smithfield reserves the right to request sufficient information from any and all contracted service providers to allow law enforcement background checks on employees working on Town property and public right-of-ways

Qualifications of Contractor:

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The

Town reserves the right to inspect bidder/offeror's physical facilities prior to award to satisfy questions regarding the bidder/offeror's capabilities. The Town further reserves the right to reject any bid/proposal , if as the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror if properly qualified to carry out obligations of this contract and to provide the services and/or furnish the good contemplated therein.

Testing and Inspection:

The Town reserves the right to conduct any test/inspection if may deem advisable to assure goods and services conform to the specifications.

Assignment of Contract:

A contract shall not be assignable by the contractor in whole or in part without written consent by the Town.

Subcontractors:

The Contractor's attention is called to the requirement that not more than fifty percent (50%) of the work shall be subcontracted and the amount of any subcontractors proposed by the contractor in excess of ten percent (10%) of the proposal price shall be identified.

Availability of Funds:

It is understood and agreed between the parties herein that the Town shall be bound hereunder only to the extent of the funds or which may hereafter become available for the purpose of this agreement.

Authorization to Conduct Business in the Commonwealth:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

W-9 Request for Taxpayer Identification Number and Certification:

The Town of Smithfield is required by IRS regulations to issue Forms 1099 to qualifying companies and individuals. The attached W-9 forms must be submitted with your bid/proposal package to ensure compliance with all IRS reporting obligations.

X.

SPECIAL TERMS AND CONDITIONS

Award of Contract

The Town will award this contract to the lowest responsive and responsible bidder consistent with the Virginia Public Virginia Public Procurement Act Section 2.2-4300. Contract awards may be made to more than one bidder if in its sole discretion is deemed to be in the best interest of the Town.

The Town reserves the right to waive minor non-substantive errors in the bid, to reject any/or all bids, to award any bid in whole or in part and award the bid considered to be in the best interest of the Town. The Town also reserves the right to negotiate with the lowest responsive, responsible Bidder should bid exceed available funds.

Mobilization:

The Town of Smithfield at this time does not pay for upfront cost incurred by a contractor to start a project. The Town pays for projects at the time of completion of the work.

Small, Women, and Minority-Owned Businesses (SWAM):

The Town of Smithfield recognizes and acknowledges the importance of small, women-owned, and minority-owned businesses and the challenges they face to compete in the open market. The Town is committed to cooperating with prevailing law as it contributes to the preservation and strengthening of such businesses.

For those contracts in which prime contractors have made SWaM commitments, the Town will record those SWaM businesses in a database as a means to track and identify such businesses. The prime contractor will be required to provide information regarding expenditures to second-tier SWaM businesses that were utilized on the specific contract. The prime contractor must provide the name of the second-tier firm, business classification of the firm (e.g. minority-owned), and the dollar amount paid. The reported information will be compared with the prime contractor's commitment to determine whether the prime contractor is fulfilling its contractual obligations.

Prime contractors will calculate expenditures with SWaM businesses on a monthly basis and report to the Virginia Department of Small Business and Supplier Diversity (DSBSD) on a quarterly basis.

Payments are withheld for prime contractors who fail to report information on a timely basis (until the information is reported). Prime contractors that do not meet their SWaM commitments may be held in contractual default.

Prime Contractor Responsibilities:

The contractor shall be responsible for completely supervising and directing work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is fully responsible for the acts and omissions of their subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

XI.

ATTACHMENTS

LANDSCAPE MAINTENANCE SERVICES – AREAS TO BE MAINTAINED:

SIGNAGE: "WELCOME TO SMITHFIELD"

1. Benn's Church Boulevard/South Church Street (by Food Lion)
2. West Main Street/Waterworks Road
3. Benn's Church Boulevard/Turner Drive
4. Battery Park Road/Nike Park Road
5. North Church Street (at town limits)

OTHER LOCATIONS:

6. Smithfield Station Right of Way Area
7. Veterans Memorial (South Church Street & Luter Drive)
8. The Smithfield Center/Rear deck, planters and all grounds
9. Town Hall, Town Manager's Office and Police Department
10. Battery Park Road (@ South Church Street) Ornamental Berm
11. Main Street
12. Joyner Building, 315 Main Street
13. Public Parking Lot on Main Street next to laundry mat
14. Flower Bed to right of Dollar General Sign on South Church Street
15. Flower Bed to the left of Royal Farms on Battery Park Road
16. Flower Bed on corner of James and Washington
17. Commuter Parking Lot/corner of Route 10/258
18. Island Intersection of Route 10 and South Church Street
19. Church Street from Luter Drive to Cypress Creek Bridge (including Smithfield Station Right of Way)
20. Public Parking Lot (300 Block Church Street – by Smithfield Station)
21. Windsor Castle Park (***see attached separate scope of work***)

Labor to be performed by contractor for all areas listed above as follows:

Weed control: Weeds in beds must be controlled at all times. Applications of Round-up to newly sprouting weeds; hand weeding of larger weeds as needed and application of pre-emergent herbicide as a control. Pruning of new growth on young trees as needed.

Weed control for The Smithfield Center: During the months of May through October – weekly weeding (preferably same day and time each week). Monthly weeding can be done during the months of November – April. Monthly application of deer repellent.

Maintenance of bed edges: Applications of Round-up and/or string-trimming of bed edges to maintain distinguished line and halt intrusive Bermuda grass growth

Mulching: Remove and apply 2" to 3" depth of shredded hardwood mulch during period of late October to mid-November to all areas listed above and the trees on Main Street, coinciding with pansy installations. Mulching around trees must be done properly in that mulch is never stacked against the base of the tree. * **Town will supply mulch**

Watering: Watering to be performed as required (primarily to annuals) during excessive heat and/or drought conditions or as requested by the Town (averaging no more than once per week per location during growing season); water source to be provided by contractor, i.e. mobile tank set-up.

Seasonal planting material (up to 1250 6-inch pots per season): Spring annuals to be purchased and approved by the Town of Smithfield for planting during period of April 25 through May 20; contractor's assistance will be required to arrange delivery or to deliver materials; contractor to provide labor to install plant material long with timed-release plant fertilizer.

Fall annuals to be purchased and approved by the Town of Smithfield for planting during period of October 15 through November 15; contractor's assistance will be required to arrange delivery or to deliver materials; contractor to provide labor to install plant material along with timed-release plant fertilizer (especially suited for colder soil temperatures).

Annual Pruning: Hard pruning shall be performed at Town Hall, Main Street, Smithfield Center, Joyner Building, Church Street (from Luter Drive to Cypress Creek Bridge) and Public Parking Lot on Church Street in January and February while light maintenance pruning shall be done during the growing season. A second pruning will be added for midsummer at The Smithfield Center.

Exceptions: Planting of trees, shrubbery, annual pruning and any other landscape changes will be addressed as a separate bid/job, outside of the general maintenance contract and in accordance with the town purchasing policies.

Soil Testing, Lime Application, Fertilizing and Reseeding: Quarterly soil testing and fertilization shall be done at following locations: Town Hall, Hayden's Lane, Town Manager's Office, Police Department, Taste of Smithfield and Smithfield Center. Lime application shall be applied should the soil sample confirm the need. Spot seeding will be performed as needed to fill in bare spots. Reseeding will be done after consulting with town staff.

WINDSOR CASTLE PARK – SCOPE OF WORK

Bi-weekly removal of all weeds in landscape bed, islands and around trees.

Bi-weekly removal of all trash from all bed areas and other highly visible areas.

All grass areas and planting beds (including shrubbery and planting areas) will be cleaned of leaves, weeds, trash and other debris.

Pruning once a year

Old mulch removed and fresh mulch to be distributed once a year in all beds, islands and tree bottoms. Hardwood mulch will be provided by the Town.

Areas below to be maintained annually according to above maintenance process:

1. Windsor Castle Manor – weed disablement and removal (beds only), trash removal and disposal, mulch and prune once a year.
2. Tree Rings – weed disablement and removal, mulch once and year. Mulching around trees must be done properly in that mulch is never stacked against the base of the tree.
3. Parking Lot by Walking Trails – weed disablement and removal (beds only), trash removal, mulch and prune once a year.
4. Parking Lot by Boat/Canoe Ramp – weed disablement and removal (beds only), trash removal and disposal, mulch and prune once a year.
5. Mason Street Entrance – weed disablement and removal (beds only), trash removal and disposal, mulch and prune once a year, replace annuals in pots twice per year.
6. Intersection of Jericho and Cedar, Kayak Lane and Dan Smith Lane

TOWN OF SMITHFIELD
310 INSTITUTE STREET
P.O. BOX 246
SMITHFIELD VIRGINIA 23430

PROJECT NAME: **LANDSCAPE MAINTENANCE SERVICES**

BID/PROPOSAL DUE: **10:00 A.M., THURSDAY, JANUARY 12TH 2017**

CONTRACT OFFICER: **SONJA EUBANK**

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax No.: _____

Email: _____

Name: _____ Title: _____

Please attach this cover sheet to front of your bid/proposal package

BID FORM (MUST be submitted with bid)
Company Name _____

LOCATIONS	COST PER MONTH
Signage	
1. Benn's Church Boulevard/South Church Street (by Food Lion)	$
2. West Main Street/Waterworks Road	$
3. Benn's Church Boulevard/Turner Drive	$
4. Battery Park Road/Nike Park Road	$
5. North Church Street (at town limits)	$
Other Locations	
6. Smithfield Station Right of Way Area	$
7. Veterans Memorial (South Church Street & Luter Drive)	$
8. The Smithfield Center/Rear deck, planters and all grounds	$
9. Town Hall, Town Manager's Office and Police Department	$
10. Battery Park Road (@ South Church Street) Ornamental Berm	$
11. Main Street	$
12. Joyner Building, 315 Main Street	$
13. Public Parking Lot on Main Street next to laundry mat	$
14. Flower Bed to right of Dollar General Sign on South Church Street	$
15. Flower Bed to the left of Royal Farms on Battery Park Road	$
16. Flower Bed on corner of James and Washington	
17. Commuter Parking Lot/corner of Route 10/258	$
18. Island Intersection of Route 10 and South Church Street	$
19. Church Street from Luter Drive to Cypress Creek Bridge	$
20. Public Parking Lot (300 Block Church Street – by Smithfield Station)	$
21. Windsor Castle Park	$
TOTAL COST PER MONTH FOR SIGNAGE AND ALL LOCATIONS:	**$**
Quarterly testing, etc for areas listed in Scope of Work	**Cost per quarter**
Soil Testing	$
Lime Application	$
Fertilization	$
Reseeding	$

REFERENCES

Provide at least three references of recent like services work that has been performed.

Location: _____

Point of contact (name and phone #) _____

Dates services performed: _____

Location: _____

Point of contact (name and phone #) _____

Dates services performed: _____

Location: _____

Point of contact (name and phone #) _____

Dates services performed: _____

EXCEPTION PAGE

- ***FAILURE TO CHECK APPROPRIATE STATEMENT AND SIGN THIS PAGE MAY RESULT IN BID BEING NON-RESPONSIVE***

EXCEPTIONS:

Vendors must sign the appropriate statement below, as applicable:

( ) I understand and agree to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

( ) I take exception to terms, conditions, requirements, or specifications stated herein (vendor must itemize all exceptions below, and return with this IFB):

Firm: _____

Signature: _____

_____

_____

_____

_____

_____

Vendors should note that any exceptions taken from the stated terms and / or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

SIGNATURE SHEET

To receive consideration for award, this signature sheet MUST be returned to the Contract Officer as it shall be a part of your response.

State Corporation Commission Identification Requirement: To the extent the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership; such entity shall be authorized to transact business in the Commonwealth as domestic or foreign business entity by the State Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The Owner may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

Any Bidder/Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid/proposal the identification number issued to it by the State Corporation Commission. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

State Corporation Commission Identification No.: _____

OR

Describe why the bidder/offeror is not required to be authorized by the State Corporation Commission: _____

_____

_____

Bidder/Offeror has examined copies of all the Bid/Proposal Documents including the following addenda:

Date:	**Number:**
_____	_____
_____	_____
_____	_____

Signature Requirement: My signature certifies that the bid/proposal as submitted complies with all Terms and Conditions as set forth in this IFB/RFP.

My signature further certifies that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid/proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of the Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid/proposal and certify that I am authorized to sign this bid/proposal for the bidder/offeror.

By signing this bid/proposal, Contractor certifies that they are not currently debarred by the Commonwealth of Virginia or any County, City or Town from submitting bids/proposals for the type of service covered in this solicitation, nor are they an agent of any person or entity that is currently so debarred.

If there are any parts of the terms and conditions that your company cannot meet, please provide specific information on an attached page.

Company Name: _____

Address: _____

_____

Signature _____ Date _____

Name (type or print): _____

Official Title: _____

Federal Tax ID Number: _____

Telephone Number: _____Fax Number: _____

E-Mail: _____

INSURANCE ENDORSEMENTS

Insurance: The contractor shall maintain adequate liability insurance, which shall protect and save harmless the Town of Smithfield, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of insurance prior to commencement of services. Separate forms which name the Town as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires all contractors and subcontractors who regularly employ more than two (2) part-time or full-time employees to obtain and maintain worker's compensation insurance. The Town of Smithfield has extended this requirement to include all contractors and subcontractors who perform work on behalf of the Town with the exception of sole proprietors. Evidence of coverage needs to be provided prior to commencement of work.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the Town to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

TYPE OF INSURANCE COVERAGE	LIMITS
1. Workman's Compensation Employer's Liability	Statutory $100,000.00
2. Comprehensive General Liability with XCU & Contractual included	$500,000.00 each $500,000.00 each Occurrence $500,000.00 in Aggregate
3. Property Damage Liability	$100,000.00 each Occurrence
4. Automobile Liability	Provide evidence of coverage

CERTIFICATE OF INSURANCE (Workmen's Compensation & Liability)

Project:

Location: Town of Smithfield, Virginia

Owner: Town of Smithfield, Virginia
310 Institute Street
Smithfield, Virginia 23430

Contractor (Insured) _____

Address _____
_____

The undersigned hereby certifies that the following policies, subject to their terms, conditions and exclusions have been issued by the named companies to the above insured and are presently in full force and effect:

A. WORKMEN'S COMPENSATION:

Policy No. _____ Expiration Date _____
Insurance Co. _____ Address _____
COVERAGE: Statutory Workmen's Compensation. Employers Liability Limit $ _____ each accident

Locations covered _____

B. COMPREHENSIVE GENERAL LIABILITY & PROPERTY DAMAGE:

Policy No. _____ Expiration Date _____
Insurance Co. _____ Address _____

LIMITS:
Bodily Injury. Including Personal Injury
$ _____ Each Person Property Damage / $ _____ Each Occurrence
$ _____ Each Occurrence / $ _____ Aggregate
$ _____ Aggregate Other _____

C. COMPREHENSIVE AUTOMOBILE LIABILITY & PROPERTY DAMAGE:

Policy No._____ Expiration Date _____
Insurance Co._____ Address _____

LIMITS:
Bodily Injury $_____ Each Person Property Damage $_____ Each Occurrence
Other_____

COVERAGE PROVIDED - for operation of all owned, non-owned and hired vehicles.

D. UMBRELLA EXCESS LIABILITY:

Policy No. _____ Expiration Date _____
Insurance Co. _____ Address _____

LIMITS: Single Limit Bodily Injury and Property Damage $_____ Each Occurrence.

COVERAGE PROVIDED - Applies in excess of the coverage's listed above for Employer's Liability, Comprehensive General, Automotive and Property Damage Coverage.

The undersigned further certifies that in the event of cancellation or any material change in any of the above policies, thirty (30) days prior written notice of such cancellation or change shall be delivered by registered mail to the above Owner.

NAME OF AGENCY _____
Address _____
Date _____ By _____
Authorized Insurance Representative
(Signature Required)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

Town of Smithfield
P.O. Box 246
Smithfield, VA 23431

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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. 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. 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 the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[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, and payments for services paid by a federal executive agency.

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 page 2), 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 Social Security Administration 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, 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 domestic 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, below, and items 4 and 5 on page 4 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 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)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	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 Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
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 Regulation 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 1.

***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, social security number (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 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. 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.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ of _____, by and between the TOWN OF SMITHFIELD, VIRGINIA, whose principal office is 310 Institute Street, Smithfield, Virginia 23430 hereinafter called "OWNER", party of the first part, and _____ hereinafter referred to as "CONTRACTOR", party of the second part.

The CONTRACTOR did, on the_____ day of _____, submit a bid to perform the services stipulated in accordance with plans and specifications prepared by the OWNER for the project entitled _____, which by reference is made a part hereof.

It is mutually understood and agreed by the parties hereto that the Invitation For Bid inviting Contractors to submit bids as published, Instructions to Bidders, Contract Agreement, Certificate of Insurance, all proceedings by the governing body of the OWNER pertaining to the subject matter of this Contract, all of which documents are hereinafter referred to as Contract Documents and are a part of this Contract by reference the same as if each had been fully set out and attached hereto.

In consideration of the following mutual agreements and covenants to be kept by each party:

a. The CONTRACTOR agrees to furnish and pay for all labor, tools, equipment, machinery, supplies, facilities, superintendence, insurance, taxes, utilities and services necessary to perform all items set forth in the written Contract Documents hereto attached and made a part hereof in strict compliance with the Contract Documents and all accepted alternates for the prices set forth with the submission of said bid and attached herein, subject to adjustment as provided in said documents.

b. Invoice payments for work completed under this contract shall be made in strict accordance with the project specifications and any special conditions attached thereto.

c. It is understood and agreed that all work shall be accomplished in strict compliance with the provisions of the Contract Documents. It is understood and agreed by both the Town and the Contractor that any modifications or additions to this agreement shall be made only by the full execution of the Town's standard contract change order form. Furthermore, it is understood and agreed by both parties that any work done by the CONTRACTOR on any such modification or addition to this AGREEMENT prior to the Town's execution of its standard Contract Change Order form shall be at the total risk of the CONTRACTOR and said work shall not be compensated by the Town.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement as of the day and year first above written.

(I) OWNER: Town of Smithfield, Virginia

By: _____ _____

Peter M. Stephenson Date
Town Manager

ATTEST:

By:_____ _____

Date

(II) CONTRACTOR:

By: _____ _____

Date

Title: _____

ATTEST:

By: _____ _____

Date

Title: _____

APPROVED AS TO FORM:

By: _____ _____

William H. Riddick Date
Town Attorney