REQUEST FOR PROPOSAL

IFB No. 02-2015

Town of Smithfield, Virginia

Architectural/Engineering Services

Smithfield Police Evidence/Storage Building

The Town of Smithfield will accept sealed proposals until 2 p.m. Thursday, June 4th , 2015 for Architectural/Engineering Services for the Smithfield Police Evidence/Storage Building to be renovated/re-configured in the Town of Smithfield.

The Town of Smithfield is soliciting proposals from firms interested in providing services during the Programming, Construction Documents, Bidding and Renovation/Construction Phases of the Project.

Proposals should be limited to no more than ten (10) pages (one-sided) and should include:

1. A concise delineation of the firm's capabilities and relevant experience;
2. A list of past similar Police Evidence/Storage Building or a similar type of facilities with references and contact information.
3. Such other information as the proposer may deem appropriate.

Offerors must submit three (3) copies of their proposal to the office of the Town Manager. All copies shall be signed in ink by an authorized principal of the firm. Proposals shall be submitted in sealed envelopes by the specified time and date. Proposals received after that time will be rejected. The proposals shall be identified on the envelope by project name, time and date due. Submit all proposals to:

Mr. Peter Stephenson
Town Manager
Town of Smithfield
Post Office Box 246
911 South Church Street
Smithfield, Virginia 23431

The Town of Smithfield shall not be responsible for any expense incurred by the firm in preparing and submitting a proposal in response to this request, nor shall The Town of Smithfield be responsible for any cost associated with negotiating an agreement with the selected offeror. All proposals will become the property of The Town of Smithfield. All submissions are final and may not be withdrawn.

Procurement of services by this RFP shall be in accordance with the Virginia Public Procurement Act. Since this is a Request for Proposals for professional services under the Virginia Public Procurement Act, the proposals should not contain any information regarding the cost of the design contract. The Town of Smithfield reserves the right to request clarification of information and/or additional information from one or more submitting firms.

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

During the performance of this contract, the Architect/Engineer agrees to (i) provide a drug-free workplace for the Architect/Engineer'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 Architect/Engineer'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 Architect/Engineer that the Architect/Engineer 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-Architect/Engineer 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 an Architect/Engineer, 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.

Request for information pertaining to the RFP should be directed in writing to Brian Camden, Alpha Corporation via e-mail to brian.camden@alphacorporation.com or 295 Bendix Road, Suite 340, Virginia Beach, VA. 23452; (757) 533-9368

The right is reserved, as the best interest of The Town of Smithfield may require, to revise or amend these specifications prior to the date set for receipt of proposals. That date may be delayed if deemed necessary by The Town of Smithfield. Any revisions and/or amendments will be in the form of an addendum to this document.

To the extent the Architect/Engineer is organized as a stock or non-stock 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 a 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 Town of Smithfield 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.

By submitting their offer, offerors certify that their offers are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub Architect/Engineer in connection with their offer, and that they have not conferred on

any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater was exchanged.

By submitting their offer, offerors certify that they are not currently debarred by the Commonwealth of Virginia or any county, city or town from submitting proposals on contracts for the type of goods and/or service covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

The Town of Smithfield reserves the right to reject any and all proposals, to waive any informality in proposals received, to negotiate and to accept the proposal which shall be in The Town of Smithfield's best interest.

Contract awards may be made to more than one offeror if in its sole discretion is deemed to be in the best interest of the Town of Smithfield.

Public notice to award contract will be posted on the town website www.smithfieldva.gov and posted at Town Hall located at 310 Institute Street, Smithfield, Virginia.

Purpose

The purpose of this RFP is to solicit proposals for the purposes of entering into a contract through competitive negotiations for the professional services of an Architectural/Engineering firm, authorized to do business in the Commonwealth of Virginia, with the experience to plan, design and assist in the administration of construction activities required for re-purposing the existing Smithfield Fire and Rescue Station into a new secure Police Evidence Storage Facility.

Background

The Town of Smithfield purchased the existing 7,100 +- sf facility from Isle of Wight County and intends to utilize it for the service of the Smithfield Police Department. Blueprints of the existing building are dated October 26, 1984 and are available for review.

In recent years, police departments nationwide have come under increased scrutiny for their property and evidence practices. Corresponding Supreme Court decisions have created strict regulations on the control of property and/or evidence that comes into custody of police officers. These strict regulations have presented opportunities for defense counsels to question such practices, thus creating the potential for civil and criminal liability. In order to reduce any potential litigation or liability, a properly functioning property and evidence facility is essential to the Town of Smithfield and the Smithfield Police Department.

Scope of Work

The Scope of Work will include the services listed below and such other additional services as The Town of Smithfield and the offeror shall agree upon.

The selected Architect/Engineer will be required to provide the following services:

- Review of the Building Assessment Report dated May 30, 2014 by the Isle of Wight County Public Works (attached). Make recommendations for implementing improvements and incorporate into the final Construction Documents.

- Review the preliminary Proposed Building Layout (attached) compiled by the Smithfield Police Department. Meet with local law enforcement representatives, review report and program for intended usage.

- Review and incorporate findings from the Capital Improvement Proposal dated 3/19/15 compiled by the Smithfield Police Department (attached). Meet with local law enforcement representatives, review CIP and make recommendations.

- Provide planning, programming, architectural, civil, structural, mechanical, plumbing, fire protection, and electrical engineering and design for the completion of Construction Documents, Permit Set, for a the renovation/re-configuration of the Police Evidence/Storage Building.

- Provide services during the Bidding Phase.

- Provide Construction Administration services.

The Town of Smithfield is seeking **a cost efficient design** for the renovation of this existing Facility.

This effort will include construction document development concluding in a permit set of documents that can be utilized for renovation. Architectural drawing sheets will include appropriate code information, demolition drawings, floor plan changes required including accessibility upgrades, exterior alterations/notes, new finishes information, new window and door replacement schedules. Mechanical/Electrical/Plumbing design effort and drawing sheets will include demolition drawings, new device locations, equipment connections, pipe and duct layouts, equipment schedules, sections, details, diagrams, on-drawing specifications, and COMcheck energy compliance certificates. Construction related services include submittal and shop drawing review, responses to RFI's, construction site visits (two visits including one at substantial completion for "punch list", TAB report review, O+M manual review, and record drawings.

Additional services that may be required include; civil engineering, geotechnical engineering, acoustical engineering, landscape designs, site lighting design, fire suppression system design, MEP systems commissioning, LEED effort, design of security, audio visual /access control, telecommunications/data/network.

Schedule

A short list of qualified firms will be selected for interview. The Town of Smithfield anticipates that a contract will be awarded and a Notice to Proceed issued to the selected offeror on July 7, 2015.

Coordination and Evaluation

The Town of Smithfield has engaged Alpha Corporation of Virginia Beach, Virginia as its representative and to provide construction program management services for the project. The selected proposer will be required to coordinate its efforts with Alpha Corporation.

Following the receipt of proposals, The Town of Smithfield shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project. At the discussion stage, The Town of Smithfield may discuss non-binding estimates of total project costs, including estimates of price for services.

At the conclusion of discussion, on the basis of the above criteria and any information developed in the selection process to this point, The Town of Smithfield shall select in order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to The Town of Smithfield can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated. Should The Town of Smithfield decide in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

In negotiations regarding the terms of the contract, The Town of Smithfield has no legal authority to indemnify the offeror. Firms submitting proposals agree that they will not ask The Town of Smithfield to indemnify them in any resulting contract.

The Town of Smithfield shall review each proposal and verify the claims and credentials of each offeror. Evaluation of proposals for the selection process shall include the following criteria:

Experience on similar Police Evidence/Storage building projects – 40%
Recent history in designing facilities within established budgets -20%
Staff experience and ability to meet project goals – 20%
Expertise, experience and qualifications of consultants – 20%

Cost of services (to be determined at the discussion stage after the receipt of proposals and not to be used in the decision as to which firms will be considered for the discussion stage).

Insurance Requirements

The Architect/Engineer shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

A. Neither the Architect/Engineer nor any sub-Architect/Engineer shall commence work under this Contract until the Architect/Engineer has obtained and provided proof of the required insurance coverages to The Town of Smithfield, and such proof has been approved by The Town of Smithfield. The Architect/Engineer confirms to The Town of Smithfield that all sub-

Architect/Engineers have provided Architect/Engineer with proof of such insurance, or will do so prior to commencing any work under this Contract.

B. Architect/Engineer, including all sub-Architect/Engineers, shall, at its, and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The Town of Smithfield and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Architect/Engineer shall immediately notify in writing The Town of Smithfield of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Architect/Engineer shall provide to The Town of Smithfield with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:

1. The Town of Smithfield and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Architect/Engineer must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Architect/Engineer and any sub-Architect/Engineers under this Contract.

OR

2. ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Architect/Engineer under this Contract, to The Town of Smithfield and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Architect/Engineer and any sub-Architect/Engineers under this Contract.

However, if B (1) or (2) cannot be provided, The Town of Smithfield's Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable.

C. The minimum insurance policies and/or coverages that shall be provided by the Architect/Engineer, including its sub-Architect/Engineers, include the following:

(1) Commercial General Liability: $1,000,000.00

$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

$1,000,000.00 Products/Completed Operations Aggregate Limit.

$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

$1,000,000.00 each occurrence limit

(2) Automobile Liability: $1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

$100,000.00 Bodily Injury by Accident each occurrence
$500,000.00 Bodily Injury by Disease Policy Limit.
$100,000.00 Bodily Injury by Disease each employee.
3(a) Errors and Omissions coverage in an amount of not less than $1,000,000 Per occurrence and in the aggregate. Coverage may be written on an occurrence or claims made coverage form. However, if a claims made coverage form is used, coverage must remain in effect for a minimum of three (3) years after the Architect/Engineer's work is concluded.

(4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

(5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Architect/Engineer's and its sub-Architect/Engineers' insurance company shall waive rights of subrogation against The Town of Smithfield and its officers, employees, agents, assigns, and volunteers.

(6) Architect/Engineer shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract.

D. Proof of Insurance Coverage:

(1) Architect/Engineer shall furnish The Town of Smithfield with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.

(2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by The Town of Smithfield, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Architect/Engineer's insurance policies and/or coverages shall not contain any exclusions for the Architect/Engineer's sub-Architect/Engineers.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Architect/Engineer for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Architect/Engineer, and/or its sub-Architect/Engineers, or their insurance carriers. The Town of Smithfield does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Architect/Engineer's interest or liabilities, but are merely minimums. The obligation of the Architect/Engineer, and its sub-Architect/Engineers, to purchase insurance shall not in any way limit the obligations of the Architect/Engineer in the event that The Town of Smithfield or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for The Town of Smithfield to seek any recovery against the Architect/Engineer's insurance company before seeking recovery directly from the Architect/Engineer.

Authorized by:

TOWN OF SMITHFIELD

Peter Stephenson
Town Manager

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

REQUEST FOR PROPOSALS

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PROJECT NAME: Police Evidence/Storage Building

PROPOSAL DUE: June 4th, 2015

CONTRACT OFFICER: Peter Stephenson

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax No.: _____

Email: _____

Name: _____ Title: _____

Please attach this cover sheet to front of your proposal package

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 award. 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 the contract at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the Town.

Notice to Proceed: (When Applicable)

A Notice to Proceed is required prior to construction and will include special instructions or revisions to the construction schedule, effective date, contract completion date and the name of the individual charged with the responsibility for the project on behalf of the Town of Smithfield. *It is the responsibility of the contractor to obtain all permits and necessary authorizations from any applicable agencies.*

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.

Materials Testing: (When Applicable)

Road Construction projects shall require materials testing by a VDOT Certified Testing Lab. The Project Manager is responsible for reviewing all test reports to ensure compliance with all specifications. Contractor shall submit all material testing reports for building construction projects to Engineer who is responsible to review and ensure compliance.

Measurement and Payment:

Final contract documents will specify the method and time table of payment and schedule of payments. 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.

Acceptance and Final Approval: (When applicable)

All projects, regardless of size will require a final inspection before acceptance. The contractor, by his own comprehensive inspection, will determine when all work is completed and all other contract requirements are fulfilled. The contractor then notifies the PM to request a Pre-Final Inspection (PFI). Upon receiving the PFI request, but before scheduling the PFI, the PM will tour the project site with the Inspector to determine that the contractor's request is based on a project site that is indeed substantially complete. Substantial completion is defined as the point at which, in the opinion of the PM, the project is essentially complete and available for the Town's beneficial use. If the project has not attained substantial completion the contractors request for the PFI will be denied until the contract work is actually completed.

If the contractors request for a PFI is granted, the inspection will be arranged by the PM so that the representatives of the contractor and town staff can attend. During the inspection, the PM will discuss any identified incomplete work, unacceptable work or defects requiring correction with the contractor and compile a substantial completion punch list. The substantial completion punch list will be delivered to the contractor and will include the date of the completion.

After the contractor has completed all the items presented on the Substantial Completion Punch List, a final inspection of the project will be requested. The PM will perform the final inspection with a contractor representative to verify that all items on the punch list have been completed and that the project is completed according to the approved contract documents and applicable plans. If a final inspection reveals uncorrected deficiencies the PFI procedure will be repeated, at the contractor's expense, until an acceptable final completion walk-through has been accomplished.

Once the PM has verified that the contractor has satisfactorily completed the project, a notice of completion and acceptance will be sent to the contractor. The notice will include date of final completion for the contract and establish the beginning of the warranty period. Upon completion of the contract work and receipt of the notice of completion, the contractor will prepare and submit a request for final payment to the PM. The PM will review the request for final payment and if approved, request for final payment is submitted the Treasurer's Office.

Record Drawings: (When applicable)

The contractor will be required to submit to the town an acceptable set of record drawings before issuance of the Notice of Completion.

Guaranteed Work and Warranty Period: (When applicable)

The warranty period will begin on the final completion date and shall be effective for one calendar year unless otherwise stipulated by the final contract. Accordingly, as the end of the warranty period approaches, the PM will send the contractor a Notice of

Warranty Inspection which identifies a time and location for the final warranty inspection to begin. Following the final warranty inspection and depending on whether or not defects are identified for correction, the PM will send a Release from Warranty (no defects noted) or a Release from Warranty (noted defects corrected), to the contractor stating that the contract is released of further responsibility for any warranty on the project. In cases were warranty items are identified for correction, additional final warranty inspections will be scheduled until all defective work is corrected to the satisfaction of the PM.

Applicable Laws:

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:

By submitting their proposals/bids, offerors 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.

Immigration Reform and Control Act of 1986:

By submitting their proposals/bids, offerors 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.

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

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

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 package to ensure compliance with all IRS reporting obligations.

EXCEPTION PAGE

- ***FAILURE TO CHECK APPROPRIATE STATEMENT AND SIGN THIS PAGE WILL RESULT IN PROPOSAL 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 RFP):

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.

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 construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf of the Town. 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	Statutory
Employer's Liability	$100,000.00
2. Comprehensive General Liability	$500,000.00 each
with XCU & Contractual included	$500,000.00 each Occurrence
	$500,000.00 in Aggregate
3. Property Damage Liability	$100,000.00 each Occurrence

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENT, _____ _____ hereinafter called CONTRACTOR has entered into a CONTRACT with TOWN OF SMITHFIELD, VIRGINIA, hereinafter called the OWNER, dated for Project titled _____.

NOW, THEREFORE, in consideration of the award of said Contract to the CONTRACTOR, as well as other good and valuable considerations, CONTRACTOR, intending to be legally bound hereby, agrees to indemnify and save harmless TOWN OF SMITHFIELD from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by Owner.

In any and all claims against Owner, or any of their agents or employees by an employee of the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or any for whose acts any one or more of them may be liable, the indemnification's obligation of the Contractor hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workmen's Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Virginia or any other State.

ATTEST:

CONTRACTOR:

BY: _____

BY: _____

DATE:_____

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)

SIGNATURE SHEET

To receive consideration for award, this signature sheet must be returned to Town Administrative Office, as it shall be a part of your response.

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a 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 proposal and certify that I am authorized to sign this proposal for the offeror.

By submitting a proposal, Contractor certifies that they are not currently debarred by the Commonwealth of Virginia or any County, City or Town from submitting 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.

Any Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its proposal the identification number issued to it by the State Corporation Commission. Any 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 Offeror is not required to be authorized by the State Corporation Commission:

_____

_____

_____

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: _____

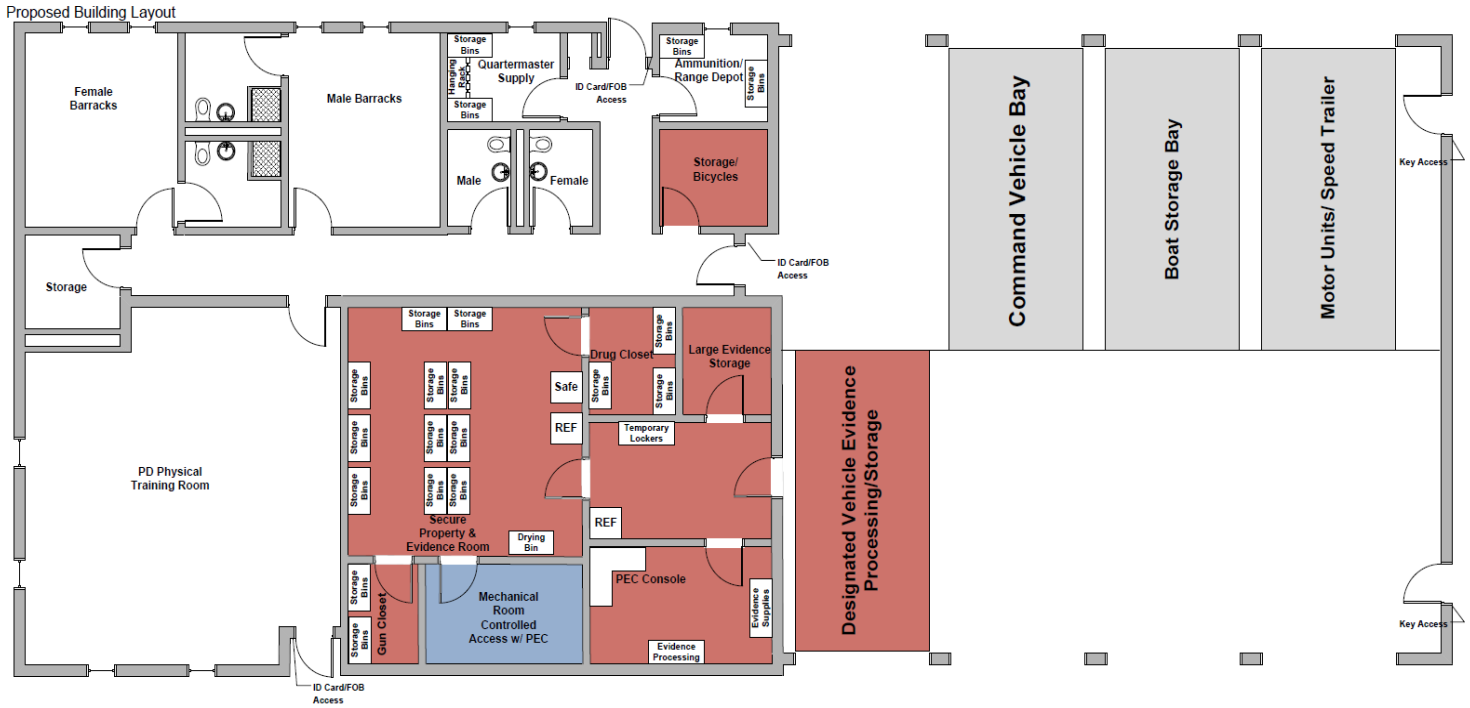
Federal Tax ID Number: _____

Telephone Number: _____Fax Number: _____

E-Mail: _____

END OF SECTION

CONCEPTUAL DRAWINGS



END OF SECTION

Isle of Wight County Public Works
Building Assessment

<u>Building Assessment Performed for:</u>

Isle of Wight County Volunteer Rescue Squad
1802 South Church Street
Smithfield Virginia, 23430

Friday, May 30, 2014

Isle of Wight Volunteer Rescue Squad
1802 South Church Street
Smithfield Virginia, 23430

Exterior:

1. Inspection of the exterior of the building revealed that all of the overhead bay door lentils, which support the exterior block above the door openings need to be painted to prevent further rusting and deterioration.
2. All of the exterior surfaces of the roll up bay doors need to be painted to prevent further rusting and deterioration.
3. The roll up bay door mechanical openers need to be adjusted to allow the gasket on the bottom of the door to properly seat on the concrete to prevent the infiltration of water, pest etc.
4. The exit doors and jambs located on the left end of the bay must be replaced, the jambs are rusted and separated and the doors are rusted and will not close properly into the jamb.
5. All weather-stripping around the roll up bay doors must be replaced, it is dry rotted and coming apart and will no longer prevent the entrance of water, etc.
6. The main entry door must be replaced; it is wood and has rotted across the bottom. The jamb for this door also needs repair before it separates and becomes irreparable.
7. The roof of the structure was inspected and found in need of replacing. There are numerous spots that are leaking, several inside the building and a few in the bay area. The seams of the roof are severely cracked and there are many areas where the seams have separated. Also where the roof line changes heights the flashing and caulking are separating allowing water to leak into the bay and into the building.

Isle of Wight Volunteer Rescue Squad
1802 South Church Street
Smithfield Virginia, 23430

Mechanical:

1. The HVAC for the building consist of two 5 Ton heat pumps. Both of these systems must be completely replaced, to include low voltage control wiring. The air handlers are original to the construction of the building and have been repaired many times, the internal drain pans are rusted through in places allowing water to drain into the return plenum which has caused the plenum to deteriorate. The outside condensing units have both had to be charged with Freon which indicates a leak in the systems. Both systems are beyond their life expectancy and it would be cost prohibitive to go in any other direction than direct replacement.

Electrical:

1. The fluorescent lighting throughout the building needs updating, it currently consist of fixtures that utilize T12 lamps. T12 lamps are more expensive to replace and they consume more energy, there are numerous fixtures that are in need of repair and would be more cost effective to replace with new more efficient T8 fixtures.
2. The lighting in the bay is original to the construction; we have repaired these fixtures on numerous occasions. All of the bulbs have recently been replaced and there are already numerous bulbs that need replacing at this time. I would recommend updating the fixtures to new High Output Fluorescent Fixtures; they would be more efficient as well as more suitable for the application.

Isle of Wight Volunteer Rescue Squad
1802 South Church Street
Smithfield Virginia, 23430

Plumbing:

1. There has been some plumbing done for the addition of faucets in the bay area. It appears to be have been done many years ago by in-experienced personnel, it is suggested that this plumbing be removed and capped or replaced properly.

Other than the aforementioned plumbing issue the plumbing in the building appears to be in good repair.

Isle of Wight Volunteer Rescue Squad
1802 South Church Street
Smithfield Virginia, 23430

Interior:

1. The flooring throughout the building consists of ceramic tile and VCT (Vinyl Commercial Tile). The ceramic tile appears to be in decent condition with certain areas needing small repairs and in need of cleaning. The VCT Tile is in need of replacing. It appears to not have been stripped and waxed in many years and has become to worn beyond repair.
2. The entire interior of the building including the bay needs to be re-painted.
3. All drop ceiling tiles need to be removed, the tracking needs to be painted and the old tiles replaced with new ones, as many of the tiles throughout the building are discolored, stained, sagging etc.
4. The carpet throughout the building needs to be replaced. It is severely stained and worn.
5. The men's bathroom ceramic tile floor needs to be repaired there are tiles missing and others have begun to come loose.
6. Both handicap handrails are missing in the men's bathroom and one is also missing from the women's bathroom these must be replaced to meet DOJ (Dept. of Justice) accessibility guidelines.
7. The shower area located in the Men's bunkroom has ceiling damage that appears to have come from the roof leaking (see above exterior comments).
8. The shower area in the women's bunkroom has been damaged from what appears to be someone stepping on or kneeling on the plaster board from above.
9. There are stained ceiling tiles in the women's bunkroom which appear to have come from the roof leaking.

Interior Cont'd.

10. There are stained ceiling tiles in the training room that appear to have come from the roof leaking.

Capital Improvement Proposal- SPD

Property and Evidence Control (PEC)

In recent years police departments are under scrutiny for their property and evidence practices. Thus, Supreme Court decisions have created strict regulations on the control of property and/or evidence that comes into custody of police officers. These strict regulations have opened the door for defense counsel to question such practices, thus creating the potential for civil and criminal liability. In order to reduce civil or criminal litigation, a properly functioning property and evidence room is essential to the Town of Smithfield and the Smithfield Police Department.

Matthew Rogers

3/19/2015

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Introduction

In 2015, the Town of Smithfield took ownership of 1804 A South Church Street (Isle of Wight Rescue Squad building). The building layout, location and security provide an opportunity to house the Smithfield Police Department Property and Evidence Control. Further, the building offers space to house all of the Police Department's ancillary assets in a singular location. The building's functionality is an added benefit regarding future growth of the Town of Smithfield and the Smithfield Police Department. However, the facility requires improvements before the site is able to meet the necessary standards set by the Virginia Law Enforcement Professional Standards Commission (VLEPSC). Some of these improvements will be in addition to the previously noted improvements. In this proposal are the current conditions of the facility, the regulations for evidence control, and site improvement suggestions.

Current Conditions

The current building has the following attributes that create a solid foundation for development:

- 130' X 56' Cinder block structure
- Solid concrete slab flooring
- Four (4)) exterior solid core doors
- Eight (8) - 14' aluminum garage doors
- Eight (8) storage bays
- Running water capabilities
- Interior lighting
- Functioning HVAC
- Four(4) restroom facilities

The site needs the following improvements:

- Security protocols for controlled access
- Tile flooring in kitchen replaced with concrete epoxy sealant
- Cinder block firewall around perimeter of proposed evidence facility
- Paint exterior and interior
- Network capabilities
- Protection from weather elements
- Adequate space for growth of the department

The Smithfield Police Department and the Town of Smithfield concluded in 2012 that 310 Institute Street is not suitable or current with property and evidence practices.

Please see attached diagram title Current Building Layout.

Virginia Law Enforcement Professional Standards Commission (VLEPSC)

In 2000, the Smithfield Police Department became accredited as one of the smallest agencies in Virginia. This was possible through strict adherence to guidelines set forth by the Smithfield Police Department and VLEPSC. Since 2000, the department has maintained accreditation for 12 years completing four assessment cycles. Each assessment and accreditation period, the Department has received stellar marks on the Property and Evidence Control. Below are two sections of the VLEPSC standards the Department has maintained with regards to PEC facilities:

ADM16.01

- A written directive establishes procedures for receiving all evidentiary and non-evidentiary property obtained by employees within agency control, to include:

  - **Requiring all property to be logged into agency records and placed under the control of the property and evidence control function before the officer ends his/her tour of duty;**
  - Requiring a written report detailing the circumstances by which the property came into the agency's possession and describing each item of property obtained;
  - Providing guidelines for the packaging and labeling of property prior to storage;
  - **Establishing extra security measures for handling exceptional, valuable, or sensitive items of property;**
  - Requiring an effort to identify and notify the owner or custodian of non-evidentiary property in the agency's custody.

ADM.16.02

- A written directive establishes procedures for property and evidence storage to include:

  - **Requiring all evidentiary property be stored within designated, secure areas;**
  - **Requiring non-evidentiary property be stored within designated, secure areas;**
  - **Requiring secure facilities to be provided for storage of evidentiary and non-evidentiary property during periods when the property room is closed;**
  - **Requiring that only authorized personnel have access to areas used by the agency for storage of evidentiary and non-evidentiary property;**
  - Requiring documented, escorted entry into property and evidence storage areas by those not routinely associated with the property and evidence function;
  - Requiring the maintenance of records that reflect the status of all property held by the agency;
  - Establishing procedures for the temporary release of items from the control of the property and evidence function;
  - Establishing procedures for the final release of items from the control of the property and evidence function.

Site Improvement Suggestions

Over the years, law enforcement has faced scrutiny over property and evidence that has stemmed from questionable practices (See Appendix A). From these black marks on law enforcement, evidence practices are constantly reviewed, questioned by defense counsels and the subject of litigation, both civil and criminal. In order to maintain professional standards and reduce the civil/criminal liability to the Town of Smithfield and the Smithfield Police Department, evidence practices must begin with a sound foundation and a sound facility.

The Proposal

Under this proposal, the PEC will utilize the same building footprint and the exterior structure. Further, modifications would occur to the interior of the facility that will enhance security, ease of operation and will uphold VELPSC standards.

Structural changes to the exterior and interior of the facility will include the following:

- Resurfaced, leveled and Epoxy sealed flooring
- Fluorescent lighting
- Steel core doors installed on all access points of the PEC
- Drying Bin installed
- Ventilation for the narcotics closet
- Painting of the exterior and interior walls
- New garage doors
- Asphalt for the parking/driving area
- Fencing and mechanical gate for access to the property

The property houses three outside storage capabilities. It is recommended that these remain storage facilities for PD files and additional equipment. These outbuildings require no modification or repair at this time to suffice as storage.

The exterior of the main building has four (4) steel core doors. These doors are in need of repair to restore their operational capability. Moreover, exterior paint to the building and doors will promote a professional setting. The grounds require improvement to the “green space” to further enhance the outward appearance.

As mentioned, security is a critical element of Police Department and the future of property and evidence. It is recommended that a chain linked fence with a mechanical gate be installed at point of entry for additional layer of security. The asphalt driveway and parking area require a new “coat” to reduce wear and tear on PD vehicles.

Proposed PEC Layout

As previously mentioned the building offers significant potential with little structural changes. However, in order to have an efficient Property and Evidence facility, some modifications are required. The following are necessary:

- Closing off the existing kitchen by replacing doors with a cinder block wall.
- Close off an existing storage area with a cinder block wall to create a Drug Closet and Large Evidence Storage.
- Removing existing cabinetry and installing a steel core door for singular access to the Secure Property and Evidence Room.
- Closing off an existing office by replacing door with cinder block wall an installing a steel core door that accesses the same office from within the Secure Property and Evidence Room.
- Extending existing cinder block walls to create a firewall and secured Property and Evidence facility.
- Installing ventilation system for the drying bin.
- Installing ventilation system for drug closet to remove intoxicating odors from narcotics.
- Installing card readers for controlled and documented access.

Proposed Building Layout

The Smithfield Police Department utilizes many different assets to ensure the safety of the citizens of the Town of Smithfield. These assets are essential to the department and its application in a law enforcement setting. However, when not in use, these resources need essential and proper storage. Fortunately, the current building at 1804 A South Church Street offers just that. Again, the main benefit is the ability to utilize the building without major reconstruction.

Current offices of the building can be converted to storage areas for two areas of the department that require individualized space. First, the Quartermaster is responsible for all issued and surplus uniforms and equipment for the officers. Having a secure location for storage allows for stringent accountability, organization and singular location for uniforms and equipment. Second, the focal point of law enforcement will always be weapons. As such, there is need for a secure location to store ammunition and range supplies in the same manner as uniforms and equipment. These items are always ordered in bulk and subsequently have overrun the current space at the Police Department.

Next, the Smithfield Police Department is required to maintain staff during major weather events and other events that may require full staff. To date, officers that remain in town during these events utilize the local hotels for accommodations at the cost of the PD. The building in question has working accommodations and space to create a secure area for officers to rehab and return to duty during extreme events.

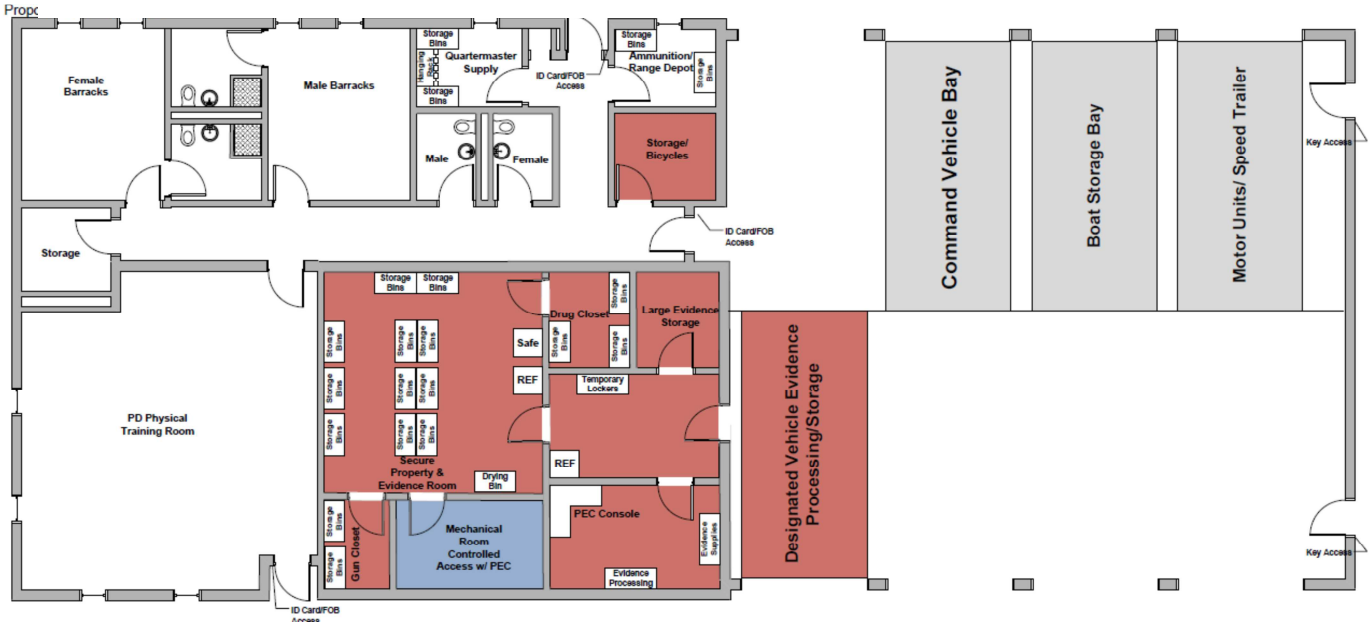
Lastly, the building has a large area that was previously used as a training/conference room. It is this room that will provide benefit to all employees of the Town of Smithfield. Designating an area that provides employees access to physical fitness is essential to employee health and wellbeing. Therefore, it is recommended that this training/conference area be converted to a physical training room with the following capabilities:

- Free weights
- Cardio Equipment (treadmill, elliptical, stationary bikes)
- Pull-up stand
- Medicine balls
- Other essential fitness equipment

The logistics of access to this portion of the building can be controlled by card readers and under constant video surveillance. The benefit of this facility is 24-hour access to physical fitness that allows employees to exercise based on their schedule.

Due to the size of the department, its assets and necessity for space, it is recommended that building and the curtilage be reserved and utilized by the Smithfield Police Department.

Please see attached diagram titled Proposed Building Layout.



Currently Occupied Storage

The Smithfield Police Department currently hold storage at the Public Works facility, the basement and one (1) bay of 310 Institute Street and the storage building behind the Smithfield Police Department. Utilizing the entire building of 1804 A South Church Street will centralize the Departments assets while freeing up the previously mentioned locations. It is recommended that these locations, approximately 4000 square feet, become options for storage by other town departments.

Appendix A

Former Flomaton Police Chief, Officer Arrested

In Flomaton, Alabama, the former Flomaton police chief and an officer were arrested Monday on charges that suggest they were dipping into the evidence. Former Chief Daniel Thompson and Officer Joseph Neal were arrested following an investigation by the Alabama Bureau of Investigation. Thompson was charged with three counts of possession of a controlled substance, three counts of second degree theft of property, tampering with physical evidence and an ethics violation. Neal was charged with third degree burglary, tampering with physical evidence, obstructing governmental operations and ethics violations. He was booked and released on a $30,000 bond, while Thompson remains behind bars. Thompson was promoted to chief in March after then Chief Geoffrey McGraw was arrested on kidnapping charges across the state line Florida. Thompson resigned in August as the ABI investigation got underway.

Retrieved from: http://www.northescambia.com/2012/10/breaking-former-flomaton-police-chief-officer-arrested

Former North Chicago chief accused of stealing seized drug money

In Chicago, a former North Chicago police chief was arrested Tuesday and charged with stealing more than $140,000 that had been seized in drug arrests. Former Chief Michael Newsome, 51, was accused of using the money to buy a new car and do home repairs on his kitchen, among other personal expenditures. He is charged with one count of ongoing theft and a separate count of theft for withdrawing money from a department account to pay for his children's school, as well as official misconduct and misapplication of funds. Newsome had resigned in February in the midst of an uproar over police brutality, and the mayor then directed Newsome's successor to review all internal police policies. During his review, he discovered questionable withdrawals from the department's asset forfeiture fund.

Retrieved from: http://www.chicagotribune.com/news/local/suburbs/lake_bluff/chi-former-north-chicago-police-chief-charged-20121030,0,7908126.story

Ex-Caddo police chief sentenced to one year in jail

A former Caddo Police Chief convicted of embezzlement has been sentenced to one year in jail.

During a trial last month, a jury found Troy O'Neal Glover, 39, guilty taking a revolver from the Caddo Police Department's evidence room. The jury recommended Glover serve one year in prison and be fined $5,000.

During a sentencing hearing Friday, Bryan County District Judge Mark Campbell sentenced Glover to one year in jail, to be served in Atoka County. Glover was given credit for time already served and he also was fined $5,000.

Glover was charged in December after the Oklahoma State Bureau of Investigation looked into allegations that he removed a .44 magnum revolver from the evidence room and then traded it to a man for a 9mm pistol.

According an affidavit, Glover confiscated the revolver during an arrest after a traffic stop in 2007. He was a police officer at that time.

The gun did not belong to the man it was confiscated from and the original owner was entitled to its return, according to the affidavit.

Upon questioning, Glover said he did remove the gun from the evidence room and allowed someone to use it, but he denied trading it, the affidavit states.

The Caddo Town Council fired Glover after the charges were filed.

In other crimes, Richard Dewayne St. Clair Jr., 27, Durant, was charged last week with felony first-degree burglary and possession of a firearm after former felony conviction, plus misdemeanor charges of reckless conduct with a firearm while under the influence of drugs and carrying a firearm while under the influence.

According to an affidavit by Bokchito Police Officer Kevin Pointer, St. Clair entered the Metro Outlet Warehouse in Bokchito and pulled a woman aside. He then began to pull out a revolver and fired it inside the store. He then ran toward the front of the store, saying that he just wanted to sell the gun.

The affidavit states St. Clair then went to a residence on East Roberts Street and tried to sell guns to the residents. The resident had a video tape and it showed St. Clair walk up to the house, knock on the door and walk in. He was pushed back out and left when the tenant told him to.

St. Clair was arrested later that evening. Police said he was intoxicated at the time he had the gun.

In other arrests, William David Ulm, 49, and Jason Wayne Cooper, 33, both of Durant, were charged with knowingly concealing stolen property and grand larceny.

They were arrested Oct. 24 after Durant Police responded to the area of B.J.'s Tires after rims and tires stolen from a lot behind the business had been found at a creek near there.

An affidavit by Durant Police Patrolman Buddy Faulkner states that Bo Bishop found his property that had been stolen from a fenced lot behind B.J.'s Tires. He caught the suspects with the property and called police.

Ulm and Cooper were taken to the Durant Police Department where they were questioned by Detective Brandon Laxton, and according to the affidavit, they both admitted to taking the property because they needed money.

Retrieved from: http://www.durantdemocrat.com/view/full_story/20634480/article-Ex-Caddo-police-chief-sentenced-to-one-year-in-jail

Pennington Gap chief of police arrested on drug charges

PENNINGTON GAP — The fallout from Pennington Gap Police Chief Bryan Young's arrest continued Monday, as the Town Council voted unanimously to terminate his employment and begin the search for a replacement.

Young, 41, was arrested Thursday on prescription drug distribution and gun charges at the Lee County Courthouse by agents with the Bureau of Alcohol, Tobacco and Firearms.

Young is currently being held in federal custody without bond following his arraignment Friday. He is scheduled to appear before Judge James P. Jones in U.S. District Court in Abingdon for a preliminary hearing Oct. 31.

As a result of the arrest, Pennington Gap Mayor D.R. Carter convened an emergency Town Council meeting early Monday afternoon to decide Young's future with the department.

Carter formally suspended Young from his duties Friday but had to wait for the full Town Council to convene before further action could be taken.

In addition to firing Young — who served as police chief for approximately 15 months — the council voted to formally appoint Lt. Louis Mavredes as officer in charge of the Pennington Gap Police Department. Motions to advertise for a new police chief and have Lee County Sheriff Gary Parsons serve as an adviser in the hiring process also passed on unanimous votes.

Following the emergency meeting, Carter said Young's arrest had shaken the trust residents have in the town's police force and government.

"It's especially bad when it's a small town and drugs and things like that are involved because you lose trust in the people who are supposed to protect you," Carter said. "Once you lose that trust, it's hard for us as a council, or governing body, to get it back. So we have to build trust with our community, and the community also needs to help us get rid of this stuff. ... Instead of talking about it, they need to assist us to clean up our town."

Carter said he hoped the council's actions would be the first steps in the process of restoring credibility to the town's institutions.

"We want to assure the public regarding this negative incident that the town is still well-staffed with current officers, and Sheriff Parsons and his staff will assist us..." Carter said. "Each member of the council, and myself, are striving to bring order back to the town and our community, and as always we want to continue to try and protect our citizens."

Parsons said his office would assist the town in whatever way possible.

"One bad apple doesn't mean the entire bale is rotten," Parsons said. "We're going to help them get this situation back in line, and they'll still have service in Pennington, and everything will be taken care of. When they call, an officer will respond."

Young's arrest stemmed from a two-year joint investigation by the Lee County Sheriff's Office, ATF, FBI and the Southwest Virginia Drug Task Force.

Young was charged with possession of a firearm by a user of controlled substances, possession of a firearm in furtherance of a drug trafficking offense, and possession of a Schedule II drug (Percocet) with intent to distribute.

An affidavit filed in federal court Friday linked Young and three other individuals to a burglary at the Rite Aid Pharmacy in Pennington Gap. According to the affidavit, over 5,400 oxycodone-based pills were taken during the Sept. 28 burglary, which was allegedly orchestrated by Young.

Information contained in the affidavit shows that Young had been under internal investigation by the Virginia State Police for suspected use of illicit drugs as early as March.

Court documents contain allegations that Young used and sold prescription narcotics on several occasions and that he was associated with individuals known for selling drugs.

Following his arrest, records show Young reportedly admitted to authorities that he used and sold prescription drugs that were allegedly taken during the pharmacy burglary.

The affidavit also alleges that he took counterfeit money, guns and illegal substances from the Pennington Gap Police Department's evidence room.

Retrieved from: http://www.timesnews.net/article/9053157/updated-pennington-gap-chief-of-police-arrested-on-drug-charges

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.)

Requester's name and address (optional)

City, state, and ZIP code

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.