



TOWN OF SMITHFIELD

"The Ham Capital of the World"

INVITATION FOR BID

IFB # 21-001

March 2, 2021

Town of Smithfield

310 Institute Street

Smithfield, VA 23430

<https://www.smithfieldva.gov/>

Pest Control

Sealed bids subject to the conditions and instructions contained herein, will be received at the office of the Purchasing Agent listed below, until the time and date shown below (local prevailing time), for furnishing the services described herein.

SCOPE OF WORK Contractor shall provide all labor, superintendence, materials, tools, equipment, testing, project safety, and other ancillary items necessary as identified to complete Pest Control Services described, herein.

Bid Due prior to: 3:00 PM., March 24, 2020

Contract Officer:

Michael Coburn, Sr., Purchasing Agent, Michael.coburn@isleofwightus.net

**** ONE COMPLETE ELECTRONIC SUBMITTAL IS REQUESTED ****

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish all of the services on which prices are quoted, at the price set opposite each item, to be performed as specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company

Name: _____

Address: _____

City / State / _____

Zip: _____

Telephone: _____

FAX No.: _____

E-mail: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

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INVITATION FOR BIDS

Bids sent prior to the closing time specified on the cover page shall be opened and posted following the specified opening time by the Contract Officer. Electronic bids, subject to the conditions and instructions contained herein, are to be sent as an email attachment to: mcoburn@isleofwightus.net.

Bids sent prior to the opening time specified shall be publicly opened and read aloud at the specified opening time at the Smithfield Center, 220 North Church Street. Electronic bids, subject to the conditions and instructions contained herein, may be sent as an email attachment to: mcoburn@isleofwightus.net, or delivered on a CD, or USB flash drive.

Tabulations of bids shall be posted publicly on the Town’s website following the closing date and time. (local prevailing time), or nearly thereafter as possible.

BID DOCUMENTS:

Bid Documents may be obtained from the Town of Smithfield’s website: <https://www.smithfieldva.gov> and on the State’s eVA website: <http://eva.virginia.gov/>.

QUESTIONS:

Questions concerning this project must be in writing and addressed to mcoburn@isleofwightus.net. Questions must be received no later than the close of the workday, **March 19, 2021**

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THE CONTRACTING OFFICER AS SOON AS POSSIBLE BY EMAIL.

BID SUBMITTALS:

The entire bid should be submitted on this Bid Form, signed by an authorized representative, delivered as instructed as an electronic document (.pdf) attached to email to: mcoburn@isleofwightus.net. Other forms are acceptable if delivered prior to the closing data and time, such as CDs or memory sticks. Submittals shall not exceed 150 MG. Failure to comply with this instruction may result in the bid being deemed non-responsive.

Bidders should carefully examine the specifications and fully inform themselves to all conditions and matters that could any way affect the cost thereof. Should a bidder find discrepancies in or omissions from the specifications or Invitation to Bid, or should be in doubt as to their meanings, he should notify the Purchasing Agent, Michael Coburn, by email at: mcoburn@isleofwightus.net. All questions shall be directed in writing (email) to Mr. Coburn.

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

The right is reserved to accept or reject any or all bids in whole or in part and to waive any informalities in the IFB, and to enter into any contract deemed to be in the best interest of the Town of Smithfield.

Bidder has examined copies of all the Bid Documents including the following Addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____

Bidder has made such independent investigations as Bidder deems necessary to fully inform himself as to the conditions affecting cost and progress of performance of the Work.

AWARD

Award shall be given to the lowest responsive and responsible bidder based upon the **Grand Total Bid**.

The right is reserved, as the best interest of the Town may require, to revise or amend these specifications prior to the date set for receipt of Bids. Any revisions and/or amendments will be in the form of addendum to this document.

The Town of Smithfield reserves the right to reject any and all Bids, to waive any informalities and/or technicalities in Bids received, to negotiate should the lowest responsive and responsible quotation exceed budgeted limitations, and to accept the Bids which may best serve the interest of the Town of Smithfield.

Special Note: Only bidders with demonstratable experience with Pest Control services for local municipalities will be considered. References and other examples of such experience shall be attached to your submittal. In addition to references the bidder may submit a summary of their experience in providing pest control services for local municipalities and governmental organizations. Bidders who do not provide evidence of experience on similar work may at the Town's option to be considered non-responsive.

PRE-BID MEETING

No prebid meeting is planned. The Bidder is required to be familiar with the site conditions prior to submitting bid.

PURPOSE

The Town of Smithfield (hereinafter referred to as "Town") is soliciting quotes from qualified contractors to provide pest control services for various town departments and facilities on an annual contract. Contract shall include an annual termite control maintenance plan. Other services shall be provided monthly unless otherwise instructed by the town.

Contract term will begin at time of award and continue for one calendar year. In addition, four one-year extensions shall automatically renew unless the Town's gives thirty-day notice that the contract will not be renewed.

SCOPE OF WORK

1. The Contractor shall furnish all necessary labor, supervision, equipment, tools and materials required to perform work under this contract.
2. The Town-owned properties shown on the Bid form to follow are included in this contract.
3. The Contractor shall provide treatment and inspection of all internal areas of the building, including: closets, lounges, offices, bathrooms, kitchens, hallways, stairwells, basements, attics, ceiling tiles, plus any other building portion or part not specifically described herein unless specifically excluded by the Town with the use of crack and crevice pesticides, baits, traps, and monitoring stations. Treatment shall include the control of rats, mice, roaches, bed bugs, cockroaches, paper mice, pavement ants, carpenter ants, moths, fleas, lice, flies, silverfish, spiders, centipedes, millipedes, and any other general crawling insects.
4. Contract shall include an annual termite control maintenance plan for all locations except the Public Works Maintenance Facilities. **The Public Works Superintendents Office shall be included.*
5. The Contractor shall notify the Town of any evidence of infestation of wood destroying pest, (i.e., termites, powder post beetles, etc.) immediately upon discovery. Corrective treatment shall be secured separately from this contract.
6. There shall be periodic external perimeter treatments. Infestations shall be controlled/eliminated by the application of appropriate residual and non-residual pesticides which are conducive to the location of the infestation.
7. In addition to attending to the regularly scheduled routine maintenance treatment, the Contractor will respond to any specific complaints while on site. The Contractor will provide emergency service at no charge and no later than the next business day after a call is placed. Rodents shall be eliminated through use of such items as, toxic bait, traps, or other approved rodent control devices as determined by the Contractor.
8. The Contractor shall be a licensed Pesticide Business with the Virginia Department of Agriculture and Consumer Services and shall comply with all local, state and federal regulations.
9. The Contractor shall provide fully trained, uniformed and licensed service technicians to apply all pesticides and chemicals.
10. All chemicals used shall conform to Federal, State, OSHA and VOSH regulations and are to be approved and in compliance with existing Environmental Protection Agency labeling and the use requirements under the Federal, Fungicide and Rodenticide Act (as amended).
11. The Contractor shall use "Green" products as much as possible and certify that all products are safe for application in the associated environment.
12. Work shall be conducted during normal business hours. Administrative offices are open from 9:00 to 5:00 Monday — Friday except for holidays. Public Works Maintenance Facilities are open from 7:00 to 3:00 Monday — Friday except for holidays.
13. All departments have established a point of contact (list will be provided upon award). The point of contact shall be contacted for all work to be performed under this contract at their facility. **The*

Public Works Maintenance Office/Facilities and The Smithfield Center require appointments to be made in advance.

14. The Bidder shall notify appropriate point of contact of conditions that limit effectiveness of the pest control/elimination program.
15. Bidders must submit copy of VDAGR Pesticide Business License, Certificate of Liability Insurance and W-9 Form with their quote. Quotes must be submitted on the attached form.

RECORD OF SERVICE:

All work performed under this contract shall be supported by service call receipts prepared by the Contractor.

1. Service call receipts shall be in the format used by the Contractor.
2. The service call receipt shall indicate the location treated, date of treatment, pesticide or other materials used and start and termination time of the treatment.
3. The service call receipt shall be authenticated by town staff at the completion of the treatment and a copy provided to the authentication employee.

WORK-DAY

Daily work may begin at 8:00 AM with work areas secured by 5:00 PM unless otherwise requested and approved by the Town in writing.

CERTIFICATIONS:

Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, State and local laws, ordinance, rules and regulations) and has made such independent investigations as Bidder deems necessary to fully inform himself as to the conditions affecting cost and progress of performance of the Work.

Bid shall remain valid for a minimum period of sixty (60) days after the day of Bid Opening; Bidder agrees to disposition of Bid Security as specified in the Instruction to Bidders.

Terms of payment on work performed with a good and correct invoice shall be Net 30 days.

Bidder accepts all Conditions and Instructions published in this solicitation including (please check $\sqrt{\quad}$):

"Anti-collusion/Nondiscrimination/Drug Free Workplace" clause

Proof of Authority to Transact Business in Virginia form

I certify by my signature below that I have received the documents associated with this Bid and understand that the review for completeness of these documents and the understanding and comprehension of the specifications is solely my responsibility; based on this, by my signature below, I waive all rights to future claims against the Town of Smithfield that the documents were incomplete or not understandable.

My signature below certifies that this Bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Section 18.2-498.1 et. seq. of the Code of Virginia (1950, as amended). Furthermore, I understand that fraudulent bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and federal law and can result in fines, prison sentences, and civil damage awards.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interest Act, Section 2.2-3100 et. seq. of the Code of Virginia (1950, as amended).

I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid.

Virginia Contractor No. _____

Signature _____ Date _____

Print _____

State Corporation Commission Identification No:

Or

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

BID FORM
PEST CONTROL SERVICES

Location	address	Size	Notes	Monthly Fee	Annual Fee
Police Department	913 S. Church	350 LF		\$	\$
Town Manager	911 S. Church	385 LF	Includes storage Building	\$	
PD Annex	1802A S Church	385 LF		\$	
Water Treatment Plant	1802D S Church	400 LF			
Public Restrooms	206 Main Street	150 LF			
Public Works Mnt	293 Cary Street	900 LF	Two work shops		
Smithfield Center	220 N Church St	15,152 SF			
When Pigs Fly	315 Main St		Exterior Only		
Schoolhouse Museum	516 Main St		Exterior Only		
Town Hall	310 Institute St	425 LF			
Windsor Castle	301 Jericho Rd	1000 LF			
Luter Sports Complex	900 W Main St	125 LF			
Brick Office	293 Cary Street	140 LF	Pus traps outside		
Grand Total Bid					

Contractor Name: _____

Address: _____

Phone Number: _____

REFERENCES:

(Name a minimum of three references)

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

(An Individual, Partnership, or Non-Incorporated Organization)

Type/Print

Name _____

Title _____

Name of Organization _____

Business Address _____

Phone Number _____ Fax No. _____

(A Corporation)

Corporation Name _____

State of Incorporation _____

Person Authorized to Sign _____

Title _____

(Corporate Seal)

Attest (Secretary) _____

Business Address _____

Phone Number _____ Fax No. _____

(A Joint Venture)

By (Signature) _____

Type/Print Name _____

Title _____

Virginia Contractor No. _____

Business Address _____

Phone Number _____ Fax No. _____

By (Signature) _____

Type/PrintName _____

Title_____

Virginia Contractor No._____

Business Address_____

Phone Number_____ Fax No._____

(Each joint venturer must sign. The name of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.)

CONDITIONS AND INSTRUCTIONS

Rev: 2/3/2021

1. **Use of Form:** All bids shall be submitted in electronic (.pdf) format in accordance with this form. The offeror may attach/scan other information as required to the electronic document that will be made a part of the bid. Electronic submittals on CD, DVD, memory sticks, or other electronic media will be accepted if delivered prior to the closing time. The preferred method is by an attachment to an email addressed to: mcoburn@isleofwightus.net.
2. The County's published Conditions and Instructions shall supersede any additional writings submitted with the proposal. Such writings shall be clearly marked and noted as an exception. The County requests that the entire document be submitted.
3. **Submittals:** Except as noted above, all bids shall be sent as an attachment to email to: Michael.coburn@isleofwightus.net. The subject line must show the bid number and name. This form shall be included as part of your submittal; else, your response may be considered 'non-responsive.'
4. **Late Bids:** Bids and amendments thereto, if submitted after the date and time specified, will not be considered. It will be the responsibility of the offeror to see that their proposal is sent before the time specified. There will be no exceptions. Electronic proposals sent as an email attachment will show the date and time sent and this will constitute evidence that proposals are timely.
5. **Town/County Closures:** Should the Town or County's offices be closed, or its electronic networks connectivity prevent the receipt of bids at the time of the scheduled proposal closing, the Bids will be opened on the next business day of the Town/County, at the original scheduled hour, or as soon as connectivity is restored during normal business hours. While the opening may be delayed by any such occurrence, it is NOT to be considered an extension of the due date/time.

As explained earlier in this IFB, due to the existing Corona19 emergency, the opening is not a public opening. **Tabulations of bids will be posted on the Town's website as soon as possible after the opening.**

6. **Acceptance of Bid:** Receipt of the bid by the Town is not to be construed as an award.
7. **Offer/Acceptance:** Each bid is received with the understanding that the acceptance in writing by the Town of the bidder to furnish all of the services described therein, shall constitute a contract between the bidder and the Town, which shall bind the bidder to furnish and deliver the services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the Town on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all services specified and performed.
8. **Withdrawal of Bids:** Bidder has the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after the bids are publicly opened. Work papers showing evidence of error(s) may be required.

Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead in person, electronically (email) or by certified mail.

9. **Addenda**: If issued, addenda to this solicitation will be posted on the Purchasing website <http://www.co.isle-of-wight.va.us/budget-and-finance/> and on the Commonwealth's website, <http://eva.virginia.gov/>. It is the bidder's responsibility to check one of the websites or to contact the Purchasing division prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated on the bid form in the appropriate spaces.
10. **Governing Document**: The solicitation document maintained by Purchasing in the bid file, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the Town, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder may because to disqualify your bid.
11. **Award**: Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. The Town reserves the right to refuse all bids. Determination of low bid shall be determined by the **Grand Total Bid**.
12. **Brand Names**: The use of the name of a manufacturer, brand, make or catalog designation in specifying an item shall restrict bidders to the manufacturer, brand, make or catalog designation identified, unless qualified by the provision "or equal." If qualified by the provision "or equal" the Brand Names are used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish. It shall be in the Town's sole judgment if a substitute product offered is an approved equal and acceptable
13. **Samples**: Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense. Once a decision to award has been made, samples may be returned. Those left for more than 60 days may incur storage fees or be disposed of by the Town.
14. **Negotiation**: Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the Town may negotiate with the apparent low bidder to obtain a contract price within the available funds.
15. **Announcements**: Upon the award or the announcement of the decision to award a contract, the Town will publicly post such notice on the bulletin board located at Town Hall and the Town Manager's Office and on the Town's web site: www.smithfieldva.gov
16. **Town's Rights**: The Town reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the Town. Requirements of the bid may not be waived.
17. **Prices**: Prices shall be stated in units of quantity specified. No additional charges shall be passed to the Town, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the Town. In case of error in the extension of prices, the unit price shall govern.
18. **Corrections**: All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid.
19. **Delivery**: The time of performance of work must be as required in the specifications.
20. **Standard equipment**: Any equipment delivered must be standard, new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of

equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.

21. **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 correct type, size and design are to be used. All interpretations of these specifications shall be made based on this statement.
22. **Capacity of Bidder:** All bids must be signed by a responsible officer or employee having the authority to bind the firm in contract. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
23. **Rights to Damages:** By signing this bid, the bidder assigns to the Town any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the Town.
24. **Anti-collusion:** The bidder certifies by signing this Invitation of Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
25. **Indemnification:** The Contractor shall defend, indemnify and hold the Town, and the Town's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the contractor, its employees, agents, and volunteers, or incurred by or claimed against the Town, the Town's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the Town due to the negligent, fraudulent or criminal acts of the contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

(The Town of Smithfield has no legal authority to indemnify others. Firms submitting responses agree that they will not require the Town to indemnify them in any resulting contract.)

26. **Laws, Regulations:** The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall always observe and comply with all such laws, ordinances and regulations.
27. **Alien employment:** The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended, and further, every contractor with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 to perform work or provide services pursuant to such contract shall comply with the provisions of Section 2.2-4308.2 "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and participation in the E-Verify program

to verify information and work authorization of its hired employees performing work pursuant to such public contract and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

28. **SCC Authorization:** All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or 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, as amended, 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.

SCC Number or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1, or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The Town may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

29. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia, for a contractor who performs or manages construction, removal, repair, or improvement when the total value referred to in a single contract or project is:

One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$ 750,000) or more shall show evidence of being licensed as a Class A Contractor.

Ten thousand dollars (\$10,000) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair, or improvement undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.

Over one thousand (\$1,000) but less than ten thousand (\$10,000), or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a Class C Contractor.

The Town shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditions contractors.

A valid business license from the Town may be required. The bidder shall complete whichever of the following notations as appropriate:

“Licensed Class ‘A’ Virginia Contractor Number _____.”

“Licensed Class ‘B’ Virginia Contractor Number _____.”

“Licensed Class ‘C’ Virginia Contractor Number _____.”

30. **Payment Terms:** Payment terms shall be 'Net 30' days, from the date of Contractor invoice approval by the Town.

Payment terms, if offered, shall not be considered in determining the low bidder.

Discount period, if offered, shall be computed from the date of proper receipt of the contractor's correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.

Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

Contractor shall submit invoices in duplicate, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on their submittal.

31. **Default:** In event of default by the Contractor, the Town reserves the right to procure the services from other sources and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the Town shall not release the contractor from additional remedies that may be allowed by law.
32. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The Town's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
33. **Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.
34. **Faith-based Organizations:** The Town of Smithfield does not discriminate against faith-based organizations.
35. **Anti-Discrimination:** By submitting their bids, bidders certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 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 the recipient's religion, religious belief, refusal to participate in a religious practice, or 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. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

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, service disabled veterans 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 Contractor, 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 Section a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

36. **Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) 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 subcontractor 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.

37. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Town.
38. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the Town.
39. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the Town. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The Town shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the Town. If the Town delays the project for any reason for a continuous period of ninety (90) days or more, the Town and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the Town due to causes within the Town's control, the above waiver or release shall not apply.
40. **Governing Law:** This Agreement is made, entered into, and shall be performed in the Town of Smithfield and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive

jurisdiction and venue of the Circuit Court of the County of Isle of Wight, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Contractor shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the Town or written instruction/order from the Court.

41. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
42. **Termination for Convenience:** The Town may at any time, and for any reason, terminate this Contract by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the Town, at the time of termination. If the Town terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the Town any work completed or in process for which payment has been made.

43. **Termination for Cause:** In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the Town may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid/Proposal or as provided in this Contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is delivered, whether electronic, by mail, or in person, in which to cure the default. Upon failure of Contractor to cure the default, the Town may immediately cancel and terminate this Contract as of the delivery date, whether electronic, US Mail, or by hand, of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the Town any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the Town and provisions herein with respect to opportunity to cure default shall not be applicable.

44. **Contact Prohibition:** Direct contact with Town departments other than Isle of Wight's Purchasing Office, on the subject of this bid, is expressly forbidden except with the foreknowledge and permission of the Contract Officer. Violation may result in a determination that your firm is ineligible for an award.

All questions shall be in writing to the Contract Officer shown on the title page of the bid. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the Town regarding this IFB. This prohibition shall also extend to the Smithfield Town Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

45. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends be considered must be submitted with the bid and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.

46. **Contractor Failure to Perform:** Failure of the Contractor to perform the contract by reason of the Town's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the Town and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by the Town of any other rights or remedies available to the Town by law or contract.
47. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order, or related document issued by Purchasing, the contract documents shall control.
48. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Town and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the Town. The Town shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the Town to the Contractor pursuant to this contract or any renewal or extension of this contract. The Town's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate workspace, in order to conduct audits.
49. **Rights and Remedies Not Waived:** In no event shall the making by the Town of any payment to the Contractor, or the waiver by the Town of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by the Town of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the Town while any such breach or default exists shall not impair or prejudice any right or remedies available to the Town.
50. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
51. **Conflicts of Interests:** Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the Town.
52. **Responsibility of Contractor:** The Contractor shall, without additional costs or fee to the Town, correct or revise any errors or deficiencies in his performance. Neither the Town's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the Town, and the Contractor shall remain liable to the Town for all costs which are incurred by the Town as a result of the Contractor's negligent performance of any of the services furnished under this Agreement.
53. **Changes and Additions:** It shall be the responsibility of the Contractor to notify the Town, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the Town, in writing.

It is understood and agreed to by both the Town and the Contractor that such modifications or additions to this Agreement shall be made only by the full execution of the Town's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to the Town's execution of its standard Agreement change order form shall be at the total risk of the Contractor and said work may not be compensated by the

Town.

54. **Debarment Status:** By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
55. **Safety:** All Contractors and subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and Town Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
56. **License Requirement:** All firms doing business in the Town of Smithfield are required to be licensed in accordance with the Town of Smithfield business license ordinance. Wholesale and retail merchants without a business location in the Town of Smithfield are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office.
57. **Contractor's Form:** In cases where the Town may accept the Contractor's form agreement, whereas certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Town, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, the Town's contract addendum shall prevail over the terms of the Contractor's agreement in the event of a conflict.
58. **Contract Quantities:** The quantities specified in the Invitation for Bid are estimates only unless otherwise clearly noted and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the Town shall be obligated to purchase under the contract or relieve the Contractor of his obligation to fill all orders placed by the Town, except as clearly noted. To make determination of low bid these quantities shall be used.
59. **Bidder Qualifications:** Only bids from established contractors for work similar in scope to work herein shall be considered; the Town reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The Town may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
 - Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors
 - Default on any previous contract.
 - For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
 - Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
 - Contractor does not meet project-specific requirements, as identified in the Contract Documents.
60. **Competition Intended:** It is the Town's intent that the Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language requirement, specification, etc.,

or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Contract Officer prior to the date set for bids to close.

61. **Value Engineering**: The purchasing agent may provide for incentive contracting that offers a Contractor whose bid is accepted, the opportunity to share in any cost savings realized by the locality when the projects costs are reduced by such Contractor, without affecting project quality, during the construction of the project. The fee, if any, charged by the project engineer or architect for determining such cost savings shall be paid as a separate cost and shall not be calculated as part of any cost savings. Such provisions, including the percentage of cost sharing, shall be included in the language of the contract or may be added by change order with the agreement of both parties.

62. **Default on Taxes**: The Town reserves the right to withhold payment to any contractor that is in arrears, or in default to the Town on any debt or Contract, or that has defaulted as a surety, or otherwise on any obligation to the Town.

INSURANCE REQUIREMENTS

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

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the Town, and such proof has been approved by the Town. The Contractor confirms to the Town that all subcontractors have provided Contractor with proof of such insurance or will do so prior to commencing any work under this Contract.

- B. Contractor, including all subcontractors, shall, at their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The Town 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 Contractor shall immediately notify in writing the Town of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the Town with the signed Contract an Acorid certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The Town 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, Contractor 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 Contractor and any subcontractors under this Contract.

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the Town 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 Contractor and any subcontractors under this Contract.

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

- C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, 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.

- (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 claim made coverage form is used, coverage must remain in effect for a minimum of 3 years after the Contractor'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, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the Town and its officers, employees, agents, assigns, and volunteers.
- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the Town 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, 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 Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.
- 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 Contractor for default.
- H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The Town does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the Town 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 to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

ANTICOLLUSION / DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE TOWN OF SMITHFIELD HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

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 SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, 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.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	Title
Fax Phone Number: ()	
FIN/SSN#:	

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut
 Other; Please Explain: _____

Is your firm Woman Owned? Yes No

Is your firm a Small Business? Yes No

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the Town Manager, as applicable.

If this quote for goods or services is accepted by the Town of Smithfield, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

EXCEPTION PAGE

Provider must sign the appropriate statement below, as applicable:

- () Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Date: _____

- () Provider takes exception to terms, conditions, requirements, or specifications stated herein (Provider must itemize all exceptions below, and return with this bid):

Firm: _____

Date: _____

Exceptions: _____

Providers 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.

AGREEMENT

THIS AGREEMENT, made and entered into this day of _____, 2021, by and between the Town of Smithfield, VIRGINIA, whose principal office is 310 Institute Street, Smithfield, Virginia 23430, hereinafter called "OWNER", party of the first part, and _____ hereinafter referred to as "CONTRACTOR", party of the second part.

The CONTRACTOR did, on the ____ day of _____, 2021 submit a sealed bid to perform the services at _____ stipulated in accordance with plans and specifications prepared by the OWNER entitled for the project location(s) awarded, _____ described, **Pest Control Services, IFB# 21-001**

Details are shown on plans, which by reference is made a part hereof.

It is mutually understood and agreed by the parties hereto that the Invitation to Bid inviting Contractors to bid as published, Instructions to Bidder, Schedule of Unit Prices, Bid Form, Contract Agreement, Hold Harmless Agreement, Certificate of Insurance, Scope of Services, all proceedings by the governing body of the OWNER pertaining to the subject matter of this Contract, all of which documents are hereinafter referred to as Contract Documents and are a part of this Contract by reference the same as if each had been fully set out and attached hereto.

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

- a. The CONTRACTOR agrees to furnish and pay for all labor, permits, tools, equipment, machinery, supplies, facilities, superintendence, insurance, taxes, utilities and services necessary to perform all items set forth in the written Contract Documents hereto attached and made a part hereof in strict compliance with the Contract Documents and Grand Total Bid for a sum of _____ (the "Grand Total Bid), subject to adjustment as provided in said documents.
- b. Invoice payments for work completed under this contract shall be made in strict accordance with the project specifications and any special conditions attached thereto.
- c. It is understood and agreed that all work shall be accomplished in strict compliance with the provisions of the Contract Documents. It is understood and agreed by both the Town and the CONTRACTOR that any modifications or additions to this agreement shall be made only by the full execution of the Town's standard contract change order form. Furthermore, it is understood and agreed by both parties that any work done by the CONTRACTOR on any such modification or addition to this AGREEMENT prior to the Town's execution of its standard Contract Change Order form shall be at the total risk of the CONTRACTOR and said work shall not be compensated by the Town.
- d. CONTRACTOR agrees that final completion shall be in accordance with the final completion date on the Notice to Proceed. IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement as of the day and year first above written.

OWNER: Town of Smithfield, Virginia

By: _____

Michael R. Stallings, Jr., Town Manager

CONTRACTOR:

By: _____

ATTEST:

By: _____

Title: _____

Approved as to form:

William H. Riddick, III, Town Attorney

W-9 Request for Taxpayer Identification Number and Certification:

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

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 0	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 [3 Partnership [3 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:

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

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
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<p>General Instructions Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>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.</p> <p>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:</p> <p>1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), Certify that you are not subject to backup withholding, or Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.</p>	<p>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.</p>
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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, ^oThe U.S. grantor or other owner of a grantor trust and not the trust, and ^pThe 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:

The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

The treaty article addressing the income.

The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

The type and amount of income that qualifies for the exemption from tax. 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:

I. You do not furnish your TIN to the requester, You do not certify your TIN when required (see the Part II instructions on page 3 for details),

The IRS tells the requester that you furnished an incorrect TIN, 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 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:

I. 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),

The United States or any of its agencies or instrumentalities, A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities, A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

A corporation,

A foreign central bank of issue,

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

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

A real estate investment trust,

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

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

A financial institution,

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

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, I 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

² See Form 1099-MISC, Miscellaneous Income, and its instructions.

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.

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. 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.

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

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).

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.

Disregarded entity not owned by an individual	The owner
A valid trust, estate, or pension trust	Legal entity
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
Partnership or multi-member LLC	The partnership
A broker or registered nominee	The broker or nominee
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
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

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.
 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 TTYTDFD 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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual 2. Two or more individuals (joint account) Custodian account of a minor (Uniform Gift to Minors Act) a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law Sole proprietorship or disregarded entity owned by an individual Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The individual The actual owner of the account or, if combined funds, the first individual on the account The minor 2 The grantor-trustee The actual owner The owner The grantor*
For this type of account:	Give name and EIN of:

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

