



<b>Solicitation</b>	<b>TOW 2021-2022-1 Armory Floor Replacement</b>
<b>Submit offer by</b>	<b>December 15, 2021 5:00 pm</b>
<b>Buyer</b>	<b>Town of Winnsboro c/o Chris Clauson</b>
<b>Phone</b>	<b>803-635-6364</b>
<b>E-mail Address</b>	<b>chrisclauson@truvista.net</b>

## **INVITATION FOR BID**

Description: Armory Floor Replacement  
 Submit Offer by (Opening Date/Time): December 15, 2021 5:00 pm  
 Number of Copies to be submitted: 3  
 Questions must be received by: December 10, 2021  
 Pre-Bid Site Visit: December 8, 2021 Call to schedule visit

<b>Award &amp; Amendments</b>	Any amendments and awards, will be posted at the following web address: <a href="http://www.townofwinnsboro.com">www.townofwinnsboro.com</a> ; phone contacts will be made with vendors receiving this solicitation in the event of amendments		
Instructions regarding Bidders Name: Any award issued to, and contract will be formed with, the entity identified as the Bidder above. A bid may be submitted by only one legal entity. The entity named as the Bidder must be single and distinct legal entity. Do no use the name of a branch office or division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship etc.			
<b>You must submit a signed copy of this form with your offer.</b> By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold your Bid open for a minimum of forty-five (45) calendar days after the Opening Date.			
<b>NAME OF BIDDER</b>		<b>Bidder's Type of Entity (check one)</b>	
<b>AUTHORIZED SIGNATURE</b>  (Person signing must be authorized to submit a binding offer to enter on behalf of the named above)		<input type="checkbox"/> Sole proprietorship SSN ____ - ____ - _____  <input type="checkbox"/> Corporation Federal ID# _____  <input type="checkbox"/> SC Minority Vendor Minority Vendor# _____ _____	
<b>NAME OF AUTHORIZED PERSON PRINTED</b>			
<b>Title (Business title of Person signing above)</b>	<b>Date</b>	(See provision entitled "Signing You Offer".) City _____ State _____	
<b>Mailing Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>E-Mail</b>	<b>Telephone</b>	<b>Facsimile</b>	

## **GENERAL CONDITIONS**

**DEFAULT:** In case of default by the Contractor, the Town of Winnsboro reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

All amendments to and interpretation of this RFP shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by the Town of Winnsboro or its agencies resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with the Town of Winnsboro standard operating procedures. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The Town reserves the right to withhold payment or make such deductions as may be necessary to protect the Town from loss or damage because of defective work, claims, damages, or to pay for repair or correction of materials furnished hereunder.

Quoted prices must remain firm for a period of forty-five days beyond the Invitation to Bid deadline. Unit prices will govern over extended prices unless otherwise stated.

The Town of Winnsboro shall consider payment discounts in the award of this contract when such discounts are for thirty days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the Town's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Town of Winnsboro Procurement Code.

**DUTY TO INQUIRE:** Bidder, by submitting a Bid, represents that it has read and understands the solicitation and that its Bid is made in compliance with the solicitation. Bidders are expected to examine the solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Bidder's risk. Bidder assumes responsibility for any patent ambiguity in the solicitation that Bidder does not bring to the Town's attention.

**PROTESTS:** Any prospective bidder, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with the Town's Procurement Code. A protest shall be in writing, submitted to the Procurement Officer,

207 N Congress St, Winnsboro, SC 29180 and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

**PUBLIC OPENING:** Bids will be publicly opened at the date and time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. Prices will not be divulged at this time.

**QUESTIONS FROM OFFERORS:** (a) Prospective bidders desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective bidders. (b) Town of Winnsboro seeks to permit maximum practicable competition. Bidders are urged to advise the Procurement Officer - as soon as possible- regarding any aspect of this procurement, including any aspect of the solicitation that unnecessarily or inappropriately limits full and open competition.

**RESPONSIVENESS /IMPROPER OFFERS:** (a) Bid as Specified. Bids for supplies or services other than those specified will not be considered unless authorized by the Solicitation. (b) Multiple Bids. Bidders may submit more than one bid, provided that each Offer has significant differences other than price. Each separate bid must satisfy all Solicitation requirements. While multiple bids may be submitted as one document, bidder is responsible for clearly differentiating between each separate bid. If this solicitation is a Request for Proposals, each separate bid must include a separate cost proposal. (c) Responsiveness. Any bid which fails to conform to the material requirements of the solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the solicitation may be rejected. If a fixed price is required, a bid will be rejected if the total possible cost to Town of Winnsboro cannot be determined. Bidders will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. (d) Unbalanced Bidding. Town of Winnsboro may reject a bidder as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to Town of Winnsboro even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**RESTRICTIONS APPLICABLE TO BIDDERS:** By submitting a BID, you agree not to discuss this procurement activity in any way with any Town of Winnsboro employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

**SIGNING YOUR OFFER:** Every bid must be signed by an individual with actual authority to bind the bid. (a) If the Bidder is an individual, the bid must be signed by that individual. If the Bidder is an individual doing business as a firm, the bid must be submitted in the name of the firm,

signed by the individual, and state that the individual is doing business as a firm. (b) If the Bidder is a partnership, the bid must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Bidder is a corporation, the bid must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) A bid may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Bidder is a joint venture, the bid must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If a bid is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the bid must state that it has been signed by an Agent. Upon request, bidder must provide proof of the agent's authorization to bind the principal.

**DISCUSSION WITH RESPONSIVE BIDDERS:** Discussions may be conducted with responsive bidders who submit proposals for the purpose of clarification to assure full understanding of the requirements of the Invitation for Bid. All bidders, whose proposals, in Town of Winnsboro's sole judgment, needing clarification shall be accorded such an opportunity.

**SUBMITTING CONFIDENTIAL INFORMATION:** For every document the bidder submits in response to or with regard to this solicitation or request, bidder must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the Town may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page.

By submitting a response to this solicitation or request, bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the Town will detrimentally rely on Bidder's marking of documents, as required by these bidding

instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a response, Bidder agrees to defend, indemnify and hold harmless Town of Winnsboro, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the Town withholding information that bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING YOUR OFFER OR MODIFICATION:** (a) Bids and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each bidder must submit the number of copies indicated on the Cover Page. (c) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper for clear identification when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals will not be considered unless authorized by the Solicitation. (e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**BID ACCEPTANCE PERIOD:** To withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

**BID IN ENGLISH & DOLLARS:** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

**REJECTION/CANCELLATION:** The Town may cancel this solicitation in whole or in part. The Town may reject any or all proposals in whole or part.

**WITHDRAWL OR CORRECTION OF BIDS:** Bids may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

**ETHICS ACT:** By submitting a bid, you certify that you are following South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official-Section 8-13-720, (d) Use or disclosure of confidential information -Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids. Section 8-13-1150.

**DRUG FREE WORK PLACE CERTIFICATION:** By submitting a bid, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**OFFICE CLOSING:** If an emergency or unanticipated event interrupts normal Town processes so that offers cannot be received at the Town office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Town's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If Town offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

**IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310.

**SORT:** By submission of this bid, the bidder is signing on behalf of himself and any workers employed, that they are in compliance with all of the State SORT laws, South Carolina Code of Laws 23-3-535. Town of Winnsboro reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the Town reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected. The successful contractor assumes sole responsibility and shall hold harmless the Town of Winnsboro, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful bidder, its directors, officers, employees and agents under this agreement. Town of Winnsboro agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of Town of Winnsboro, its members, directors, officers, employees and agents under this agreement. Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user. Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

**Termination:** Subject to the provisions below, the contractor may be terminated for any reason by the Town providing a thirty-day advance notice in writing is given to the contractor.

Termination for Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the Town may negotiate reasonable termination costs, if applicable.

**Termination for Cause:** Termination by the Town for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

**SPECIAL CONDITIONS:**

**LICENSES, PERMITS, INSURANCE:** All costs for required licenses, permits and insurance shall be borne by the Bidder. Each Bidder shall maintain current certificates of insurance with the Town's business office for Workers Compensation, Comprehensive General Liability and Comprehensive Automobile. Minimum amount shall be \$1,000,000.00 in liability and property damage. The Town of Winnsboro requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include, but are not limited to: the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

**PROHIBITION OF GRATUITIES:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina states "whoever gives or offers to any public official or public employee and compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official or public employee solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishments as provided by 16-9-210 and 16-9-220."

**IMPORTANT– Please Note:**

Vendors, we **MUST** have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. **Bidder will provide a minimum of 3 references from those for whom they have done comparable work within the last 3 years. Please include this information with your quote.**

**QUESTIONS RELATING TO THIS INVITATION FOR BID:**

Questions for the purpose of clarifying any part of this RFP must be in writing and can be delivered, faxed, ore-mailed to: Chris Clauson, Town of Winnsboro, Assistant Town Manager, 207 N Congress St Winnsboro, SC 29180. E-mail: [chrisclauson@truvista.net](mailto:chrisclauson@truvista.net). The solicitation number and name must be clearly noted on all correspondence. For correspondence via e-mail, put **TOW 2021-2022-1 Armory Floor Replacement** in the "Subject" field.

**PRE-BID MEETING:**

Pre bid meeting at Town of Winnsboro: **Armory**, 300 Park St Winnsboro SC 29180. Pre-Bid meetings **please limit the number of persons in attendance.**

Questions for the purpose of clarifying any part of this RFP will be responded to and will be posted at the following web address: <https://www.townofwinnsboro.com/town-of-winnsboro-news>.

**BID SUBMITTAL:**

The Town shall receive all bids no later than the date and time specified on the cover page. Faxed or e-mailed bids are not acceptable.

**REQUIRED:**

Clearly mark the outside of the sealed envelope, box, or package containing the bid and the FEDEX or UPS package with the solicitation# and solicitation description found on the cover page. Hand delivery/Mail/ Courier service to: Chris Clauson

Town of Winnsboro  
Assistant Town Manager  
207 N Congress Street  
Winnsboro, SC 29180

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Town is not responsible for any delays caused by the Bidder's chosen means of proposal delivery. Bidder failure to meet the proposal due date and time shall result in rejection of the bid.

**III. SCOPE OF WORK / SPECIFICATIONS:**

It is the intent of Town of Winnsboro to solicit bids for hardwood floor replacement for the Armory located at 300 Park St in Winnsboro, in accordance with all requirements stated herein. The work will consist of all preparation, to new flooring finishing work, clean up and related items necessary to complete work in a workmanlike manner described in this specification and listed in the remaining pages. The work to be performed shall include but not be limited to the following:

Hardwood Armory Flooring (~7,600 square feet)

Descriptions

1. Inspect/prepare existing compacted base and repair any deficiencies
2. Install appropriate vapor barrier
3. Install appropriate sleeper system
4. Install Select grade white oak floor
5. Sand and coat floor with durable commercial grade finish

Quality Assurance

1. All products and practices must meet industry standards and shall be specified in bid proposal.

Submittals

1. Submit flooring specifications sheets with proposal
2. Submit a sample of the specified system
3. Upon installation of flooring system, send the owner a letter with the specifications for maintenance of the floor. Letter should note issues that could cause the floor warranty to be voided.

Working Conditions

1. Subfloors shall be clean, dry, and free from adhesive residue or other foreign materials.
2. The installation area shall be closed to all activity during installation and during the cure time.
3. After the oak hardwood floor is installed and a walk through with the owner and the contractor has occurred no one is allowed on the floor until fully accepted by the owner.

#### Warranty

1. Warranty information must be provided for the owner upon completion of the Installation of the oak hardwood floor.

#### Maintenance

1. Upon completion of the project, the contractor will provide training with Town of Winnsboro employees on proper procedures cleaning, and maintaining the hardwood floors.

CHANGES: Any changes, additions, or deletions must first be authorized by the Town of Winnsboro Procurement Department.

INSPECTION RIGHTS: Town of Winnsboro reserves the right to inspect and approve the services/equipment offered under the specifications of this solicitation.

INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the Town. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Purchasing Department of Town of Winnsboro.

A. General Liability – Contractor shall provide General Liability insurance with coverage for premises and operations, products and completed operations, explosion, collapse and underground hazards, broad form property damage, contractual, personal and advertising injury liabilities. Insurance shall be provided on a standard Insurance Services Office Commercial 9ISO General Liability 1998 Form CG0001 or equivalent and shall include the following endorsement or equivalent: The policy form and endorsement must be included on the certificate of insurance. The below required minimum insurance limits shall not be construed as a limitation of the Town's rights under any insurance with higher limits and no insurance shall be endorsed to included such a limitation. General Liability insurance required minimum limits:

General Aggregate \$2,000,000.00

Products and Complete Operations Aggregate \$2,000,000.00

Personal Injury Aggregate \$1,000,000.00

Each Occurrence of Contracts under

\$1,000,000.00 \$1,000,000.00

Each Occurrence of contracts \$1,000,000.00

and above \$2,000,000.00

Personal Advertising/Advertising Injury \$1,000,000.00

Medical Payments (one person) \$ 5,000.00

B. Worker's Compensation: The Contractor shall provide Worker's Compensation insurance with coverage on a statutory basis according to South Carolina Law and will apply to all personnel on the job site. Worker's Compensation insurance required minimums:

1. Coverage A (Workers' Compensation) Statutory Limits
2. Coverage B (Employer's Liability)

Bodily injury by accident \$500,000 each accident Bodily

Injury by disease \$500,000 each employee Bodily

Injury by disease \$500,000 policy limit

C. Vehicle Liability Insurance: The Contractor shall provide Vehicle Liability Insurance with coverage for all owned, hired/rented and non-owned vehicles. Vehicle Liability insurance required minimum limit:

1. Combined Single Limit \$1,000,000 each accident or
2. Split Limits \$1,000,000 bodily injury

\$1,000,000 property damage

D. Certificates of Insurance acceptable to the Town shall be filed with the Town Purchasing department prior to commencement of work.

WARRANTY: The contractor warrants to Town of Winnsboro that all services performed as a result of this bid and specifications will be performed in a professional manner consistent with industry practices. Warranty for one (1) year after completion.

FEES, LICENSES, PERMITS AND RESPONSIBILITIES: The contractor, at his own expense, is responsible for obtaining any necessary licenses, fees, or permits and for complying with all applicable Federal, State, and local laws and regulations in connection with the performance of

this service. Contractor shall be responsible for all damages to persons or property that occurs as a result of his or employees' fault or negligence.

DEBARMENT/SUSPENSION: By submission of a response to this solicitation, bidders are certifying that they are not debarred or suspended from doing business with any other Town.

Town of Winnsboro reserves the right:

- to award bids based on individual items, group items, or the entire list of items;
- to reject any or all bids, or any part thereof;
- to waive any informality in bids;
- to accept the bid that is most advantageous to the Town.

SCHEDULE / COST PROPOSAL  
**BIDDING SCHEDULE**  
TOW 2021-2022-1 Armory Floor Replacement

**Armory** \_\_\_\_\_

\_\_\_\_\_  
(Legal Name of Person, Firm or Corporation Submitting Bid)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Mailing Address for the above)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Printed Name of Person Authorized to bid)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature of Person Authorized to bid)

\_\_\_\_\_  
(Date)

Timeline

<b>Task</b>	<b>Date</b>
Release of Invitation to Bid	November 23, 2021
Pre-Bid Site Visit	December 8, 2021
Last Day to Receive Questions	December 10, 2021
Bid Submission Date and Time	December 15, 2021 at 5:00 pm EST
Intent to Award Notice	January 15, 2021
Execute Contract	To be determined, contingent upon Council approval and contract negotiation.

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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.

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### 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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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