



**TOWN OF SMITHFIELD
UNSEALED (INFORMAL) REQUEST FOR PROPOSALS (URFP #17-03)
RELOCATION OF DR JORDAN WOMBWELL HOUSE AND/OR OUTBUILDINGS**

The Town of Smithfield (hereinafter referred to as “Town”) is requesting unsealed proposals for the purchase, relocation and rehabilitation of the Dr. Jordan Wombwell House and/or two of the outbuildings located at 888 W. Main Street, Smithfield, Virginia. *The outbuildings include only the dairy house/barn and the small barn located immediately to the rear of the house.* Proposals will be accepted for individual structures.

The town will award the contract on the basis of competitive negotiation with the most qualified contractor consistent with the Virginia Public Procurement Act Section 2.2-4300.

A complete copy of this URFP, including the statement of needs, proposal requirements, and evaluation criteria is available at the Planning, Engineering, and Public Works office, 310 Institute Street, Smithfield, Virginia 23430. **Proposals will be received until 12:00 Noon on Wednesday, February 22nd 2017** to the same location.

Any questions must be directed to Sonja Eubank; Contract Officer at seubank@smithfieldva.gov or 757-365-4272. This URFP may also be viewed and downloaded from the Town of Smithfield web site: www.smithfieldva.gov and on eva.virginia.gov.

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

The Town of Smithfield reserves the right to waive informalities in any proposal and to reject any or all proposals in whole or in part with or without cause and/or to accept the proposal that in its judgment will be in the best interest of The Town of Smithfield irrespective of cost.

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TOWN OF SMITHFIELD
UNSEALED (INFORMAL) REQUEST FOR PROPOSALS
RELOCATION OF DR. JORDAN WOMBWELL HOUSE AND/OR OUTBUILDINGS (17-03)

I. PURPOSE:

The Town of Smithfield (hereinafter referred to as “Town”) is requesting unsealed proposals for the purchase, relocation and rehabilitation of the Dr. Jordan Wombwell House and/or two of the outbuildings located at 888 W. Main Street, Smithfield, Virginia. *The outbuildings include only the dairy house/barn and the small barn located immediately to the rear of the house.* Proposals will be accepted for individual structures.

The town will sell the home and/or outbuildings only to the successful offeror for \$1 each and in an “as-is condition” to be removed from the site and relocated at the offeror’s expense. The town desires to see the structure(s) restored and reused. There is not an option to purchase the land upon which it is currently located.

II. BACKGROUND:

The small frame house with a gable roof, dormers and three chimneys was built by Dr. Jordan Wombwell in 1842 on land he bought from John W. Davis. Dr. Wombwell died in 1849 and his will directed that his property be sold after his wife’s death. In 1882 John W. Gray bought the farm. In 1908 it was conveyed to Ezekiel W. Jones who owned the adjoining Glebe tract and other nearby land. Ezekiel W. Jones Jr. was allotted this farm at the division of his father’s property. It was bought by Howard Leslie Little, Sr., of Ruth Jones Pavy in 1948 and called “the Gray Farm” in the deed.

The Town of Smithfield acquired the property in 2016 which will be the home of the Joseph W. Luter Jr. Sports Complex.

III. STATEMENT OF NEEDS:

Proposals shall include a descriptive plan and timeline for the removal, relocation and the intended use for the house and/or outbuildings.

The successful offeror will be required at their sole expense to cover all costs associated with the removal of the structure from its current location to the proposed new location where it will be sited, and to obtain all required licenses, permits and inspections.

The successful offeror shall furnish all labor, materials, permits, right of way authorization, and design/engineering/transportation costs to relocate and reconstruct the structure on the new site.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original proposal must be submitted..

2. PROPOSAL PREPARATION:

a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information required may result in town requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. **Proposals which are substantially incomplete or lack key information may be rejected.** Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the Town may properly evaluate your capabilities to provide the required services. **Offerors are required to submit the following items as a complete proposal.**

1. Signature page which includes State Corporation Commission Identification, addenda acknowledgements (if any) and other signature requirements signed and filled out.

2. A written narrative statement to include:
(For house only – 2a not required for outbuildings)

a. Introduction to company and experience in providing the services described herein.

3. Specific plans for providing the proposed services to include:

a. Method for relocation of structure.

b. Intended future use of structure.

c. Time frame for completion of structure removal.

- d. Proof of financial ability to complete the project in time frame identified in proposal.

V. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the Town using the following criteria:
 1. Specific plan or methodology to be used to perform the services (30 points)
 2. Experience and qualifications of offeror. Clear demonstration of knowledge, expertise and financial ability to successfully implement all aspects of the proposal. (30 points)
 3. Intended future use of structure. (20 points)
 4. Project timeframe. (20 points)
- B. AWARD OF CONTRACT: The town will award the contract on the basis of competitive negotiation with the most qualified contractors consistent with the Virginia Public Procurement Act Section 2.2-4300. Contract awards may be made to more than one offeror if in its sole discretion is deemed to be in the best interest of the Town.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated. Negotiations shall be conducted with offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the town shall select which offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

The Town of Smithfield may cancel the Request for Proposal or reject proposals at any time prior to an award, and it is not required to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia 2.2-4395D). Should the Town determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

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

VI. CONTRACT TERM:

Contract terms to be agreed upon with successful offeror in a form approved by the Town Attorney.

VII. PRE PROPOSAL CONFERENCE:

A pre-proposal conference is not required for this solicitation.

VIII. DELIVERY INSTRUCTIONS:

Proposals shall be delivered no later than **12:00 Noon on Wednesday, February 22nd 2017**, to:

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

Any proposals received after the specified time and date will not be considered. All questions shall be directed to Sonja Eubank via email at seubank@smithfieldva.gov or 757-365-4272.

IX.

ATTACHMENTS

GENERAL TERMS AND CONDITIONS

Contract Period:

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

Probation Period:

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

Cancellation:

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

Public Notice of Award:

Public notice of award will be posted on eVA (eva.virginia.gov).

Payment and Invoices:

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

Contractual Disputes:

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

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

remedy for the public body's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

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

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

Applicable Laws and Courts:

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

Anti-Discrimination:

The Contractor is prohibited from engaging in employment discrimination and must comply fully with the provisions of the Code of Virginia, Section 2.2-4311 (1950, as amended).

The Town of Smithfield does not discriminate on the basis of race, sex, age, handicap, national origin or faith/religious affiliation.

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

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

1. During the performance of this contract, the Contractor agrees as follows:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any

other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

Nondiscrimination of Contractors:

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

Ethics in Public Contracting:

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

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

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

Immigration Reform and Control Act of 1986:

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

Debarment Status:

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

Antitrust:

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

Default:

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

Drug-Free Workplace:

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

Payment Requirements:

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

- a. Within seven days after receipt of amounts paid for work performed by the subcontractor under that contract:
 - (1) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
 - (2) notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 - (3) A subcontractor may contact the contracting agency concerning non-payment and non-notification by the prime contractor. The subcontractor has to show proof that it has not been paid by providing supportive document.
- b. If an individual contractor, provide social security number in order to receive payment.
- c. If a proprietorship, partnership or corporation, provide federal employer identification number.
- d. Pay interest to subcontractors on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the agency for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (2) above.
- e. Interest shall accrue at the rate of one percent per month.
- f. To include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

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

Silence of Specifications:

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

Background Checks:

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

Qualifications of Contractor:

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect bidder/offeror's physical facilities prior to award to satisfy questions regarding the bidder/offeror's capabilities. The Town further reserves the right to reject any bid/proposal, if as the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out obligations of this contract and to provide the services and/or furnish the good contemplated therein.

Testing and Inspection:

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

Assignment of Contract:

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

Subcontractors:

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

Availability of Funds:

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

Authorization to Conduct Business in the Commonwealth:

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

cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

W-9 Request for Taxpayer Identification Number and Certification:

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

INSURANCE ENDORSEMENTS

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

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

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

TYPE OF INSURANCE COVERAGE

LIMITS

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

CERTIFICATE OF INSURANCE (Workmen's Compensation & Liability)

Project:

Location: Town of Smithfield, Virginia

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

Contractor (Insured) _____

Address _____

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

A. WORKMEN'S COMPENSATION:

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

COVERAGE: Statutory Workmen's Compensation. Employers Liability Limit \$ _____ each accident

Locations covered _____

B. COMPREHENSIVE GENERAL LIABILITY & PROPERTY DAMAGE:

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

LIMITS:

Bodily Injury. Including Personal Injury

\$ _____ Each Person Property Damage / \$ _____ Each Occurrence

\$ _____ Each Occurrence / \$ _____ Aggregate

\$ _____ Aggregate Other _____

C. COMPREHENSIVE AUTOMOBILE LIABILITY & PROPERTY DAMAGE:

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

LIMITS:

Bodily Injury \$ _____ Each Person Property Damage \$ _____ Each Occurrence

Other _____

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

D. UMBRELLA EXCESS LIABILITY:

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

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

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

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

NAME OF AGENCY _____

Address _____

Date _____ By _____

Authorized Insurance Representative
(Signature Required)

SIGNATURE SHEET

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

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

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

State Corporation Commission Identification No.: _____

OR

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

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

Date:	Number:
_____	_____
_____	_____
_____	_____

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

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

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

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

Company Name: _____

Address: _____

Signature _____ Date _____

Name (type or print): _____

Official Title: _____

Federal Tax ID Number: _____

Telephone Number: _____ Fax Number: _____

E-Mail: _____

AGREEMENT

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

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

It is mutually understood and agreed by the parties hereto that the Request for Proposals inviting Contractors to submit proposals as published, Statement of Needs, General Terms and Conditions, Contract Agreement, Insurance Endorsements, all proceedings by the governing body of the OWNER pertaining to the subject matter of this Contract, all of which documents are hereinafter referred to as Contract Documents and are a part of this Contract by reference the same as if each had been fully set out and attached hereto.

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

- a. The CONTRACTOR agrees to furnish and pay for all labor, tools, equipment, machinery, supplies, facilities, superintendence, insurance, taxes, utilities and services necessary to perform all items set forth in the written Contract Documents hereto attached and made a part hereof in strict compliance with the Contract Documents and all accepted alternates for the prices set forth with the submission of said proposal and attached herein, subject to adjustment as provided in said documents.
- b. Invoice payments for work completed under this contract shall be made in strict accordance with the project specifications and any special conditions attached thereto.
- c. It is understood and agreed that all work shall be accomplished in strict compliance with the provisions of the Contract Documents. It is understood and agreed by both the Town and the Contractor that any modifications or additions to this agreement shall be made only by the full execution of the Town's standard contract change order form. Furthermore, it is understood and agreed by both parties that any work done by the CONTRACTOR on any such modification or addition to this AGREEMENT prior to the Town's execution of its standard Contract Change Order form shall be at the total risk of the CONTRACTOR and said work shall not be compensated by the Town.

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

(I) OWNER: Town of Smithfield, Virginia

By: _____
Peter M. Stephenson
Town Manager
_____ Date

ATTEST:

By: _____
_____ Date

(II) CONTRACTOR:

By: _____
_____ Date
Title: _____

ATTEST:

By: _____
_____ Date
Title: _____

APPROVED AS TO FORM:

By: _____
William H. Riddick
Town Attorney
_____ Date