



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

**REQUEST FOR PROPOSALS**

Proposals subject to the conditions and instructions contained herein will be received at the above address to: Attention: William T. Hopkins, III, until the due date and hour shown below.

- ***FAILURE TO SIGN AND RETURN THIS FORM (AND EXCEPTION PAGE) WILL RESULT IN YOUR PROPOSAL BEING NONRESPONSIVE.***

**PROJECT NAME:**            **Underground Utility Repair**

**PROPOSAL DUE:**           **Noon, April 30, 2014**

**CONTRACT OFFICER:**   **William T. Hopkins, III**

In compliance with this invitation for bids/proposals, and subject to all the conditions thereof, the undersigned offers, if this bid/proposal is accepted to furnish any or all of the items and /or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this quotation, and is authorized to contract on behalf of firm named below.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_ Email: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**This form shall be signed. All signatures shall be original**

## INFORMAL CONDITIONS AND INSTRUCTIONS

1. The Town of Smithfield, Virginia reserves the right to reject any and all bids, to waive any informalities / technicalities in bids received, to negotiate should the lowest responsive and responsible bid exceed budget limitations, and to accept the bid which may best serve the interest of the Town.
2. Each bid is received with the understanding that the acceptance in writing by the Town of the offeror to furnish any or all of the commodities described herein, shall constitute a contract between the bidder and the Town, which shall bind the bidder on his part to furnish and deliver the articles quoted on the prices stated and in accordance with the conditions of the accepted bid; and the Town on its part to order from such contractor, except for causes beyond reasonable control; and pay for, at the agreed prices, all articles specified and delivered.
3. In the event of default by the contractor, the Town reserves the right to procure the commodities from other sources, and hold the contractor liable for any excess cost occasioned thereby.
4. The contractor guarantees to defend and save the Town, its agents and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee.
5. All bids must be signed with the firm name and by an authorized, responsible officer or employee. Obligations assumed by such signature must be fulfilled.
6. By signing this form, the bidder assigns to the Town of Smithfield any and all rights that he 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 of Smithfield.
7. Direct contact with Town departments other than the appropriate agent for this contract, on the subject of this transaction is expressly forbidden except with the foreknowledge and permission of that agent or his representative.
8. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town of Smithfield.
9. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable Federal, State and Local laws and requirements.
10. Bidders have the right to request withdrawal of their bids from consideration due to error by giving written notice not later than two days after receipt of bids. Evidence of error will be required. Upon written request the Town agent can withdrawal the bid for the bidder before consideration for award of contract.

11. If you have obtained this bid document from a source other than the Town of Smithfield, please check with the Town agent prior to submitting your bid to ensure that you have a complete up-to-date package. The Town of Smithfield disclaims any responsibilities for documents distributed by others.
12. The Town of Smithfield, Virginia does not discriminate on the basis of race, sex, age, handicap, national origin or faith/religious affiliation.
13. Bids should be submitted in accordance with the attached specifications. The Town of Smithfield in its sole discretion shall determine if a vendor is qualified and acceptable.

**General:**

This Request for Proposals will be the basis for providing services as described in the attached specification packet for the following location: Town of Smithfield

**Contract Period:**

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

**Probation Period:**

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

**Cancellation:**

After the probation period, the Town may cancel the contract at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the Town.

**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.

**Insurance:**

**Only** the successful bidder shall be required to complete and submit the attached insurance forms. These will require Town Attorney approval prior to commencing work under the contract.

**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.

## REFERENCES

**Please provide at least three references of recent Underground Utility Repair Services that have been performed. (*This may also be personal reference if discussed prior to proposal being submitted*)**

Location: \_\_\_\_\_

Point of contact (name and phone #) \_\_\_\_\_

Dates services performed: \_\_\_\_\_

Location: \_\_\_\_\_

Point of contact (name and phone #) \_\_\_\_\_

Dates services performed: \_\_\_\_\_

Location: \_\_\_\_\_

Point of contact (name and phone #) \_\_\_\_\_

Dates services performed: \_\_\_\_\_

**EXCEPTION PAGE**

**FAILURE TO SIGN THE APPROPRIATE STATEMENT BELOW WILL RESULT IN YOUR PROPOSAL BEING NONRESPONSIVE.**

**EXCEPTIONS:**

Vendors must sign the appropriate statement below, as applicable:

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

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **INSURANCE ENDORSEMENTS**

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

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf of the Town. Evidence of coverage needs to be provided prior to commencement of work.

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

### **TYPE OF INSURANCE COVERAGE**

### **LIMITS**

- |   |  |
|---|--|
| 1. Workman's Compensation<br>Employer's Liability                     | Statutory<br>\$100,000.00  |
| 2. Comprehensive General Liability<br>with XCU & Contractual included | \$500,000.00 each<br>\$500,000.00 each Occurrence<br>\$500,000.00 in Aggregate |
| 3. Property Damage Liability  | \$100,000.00 each Occurrence   |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization

**Town of Smithfield  
310 Institute Street  
Smithfield, VA 23430**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for this insured.

**WORKER'S COMPENSATION**

**CERTIFICATE OF COVERAGE**

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance \_\_\_\_\_ Yes

Insurance Company: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

B. Is self-insured for worker's compensation \_\_\_\_\_ Yes

Title of Construction Contract:

Contract Number: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Commercial Coverage**

**Standard Worker's  
Compensation and Employer's  
Liability Policy**

**Alternate Employer Endorsement**

**If the following information is not complete, refer to the appropriate page attached to the policy.**

<b>INSURED</b>	<b>POLICY NO.</b>	<b>SEQ. NO.</b>

<b>PRODUCER</b>	<b>EFFECTIVE DATE</b>

**SCHEDULE**

<b>Alternate Employer</b>	<b>Address</b>	<b>State of Special or Temporary Employment</b>
<b>Town of Smithfield</b>	<b>310 Institute Street, Smithfield, Virginia</b>	

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Worker's Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Worker's Compensation Insurance), we will reimburse the alternate employer for the benefits required by the worker's compensation law if we are not permitted to pay the benefits directly to the person entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employers duty to secure its obligations under the worker's

compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premiums will be charges for your employees while in the course of special or temporary employment by the alternate employer.

Part Four (Your Duties if Injury Occurs) applies to you and the alternate employer. The alternate TC-1 employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.