



DATE: JULY 8, 2014

FROM: DIRECTOR OF PLANNING, ENGINEERING & PUBLIC WORKS

SUBJECT: REQUEST FOR PROPOSALS (RFP)

**TOWN OF SMITHFIELD
REQUEST FOR PROPOSALS (#7-2014)
HVAC Maintenance and Repair Services**

The Town of Smithfield is accepting proposals from qualified contractors to provide HVAC maintenance and repair services for various Town properties on an "as requested" basis. The town will award the HVAC Maintenance and Repair Contract on the basis of competitive negotiation with the most qualified firms consistent with the Virginia Public Procurement Act Section 2.2-4300.

A complete copy of this RFP, including the scope of services, proposal requirements, evaluation criteria, employment non-discrimination and disadvantaged business enterprise policies is available at the Planning, Engineering, and Public Works office, 310 Main Street, Smithfield, Virginia 23430. **Proposals will be received until 12:00 Noon on Friday, August 1, 2014** to the same location.

Any questions must be directed via email by **July 28, 2014** to Sonja Eubank; Office Manager, Department of Planning, Engineering and Public Works at seubank@smithfieldva.gov. This RFP may also be viewed and downloaded from the Town of Smithfield web site: www.smithfieldva.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.

TABLE OF CONTENTS
REQUEST FOR PROPOSAL
PROJECT: HVAC Maintenance and Repair Services (#7-2014)

- I. Proposal Response Format
- II. Instructions to Contractors
- III. Scope of Services
- IV. Cover Sheet for Proposals
- V. General Terms and Conditions
- VI. Exception Page
- VII. Insurance Endorsements
- VIII. Certificate of Insurance (Workmen's Compensation and Liability)
- IX. W-9 (Request for Taxpayer Identification Number and Certification)
- X. Signature Sheet
- XI. Agreement
- XII. Hold Harmless Agreement

TOWN OF SMITHFIELD

PROPOSAL RESPONSE FORMAT

Contractors are to make written proposals, which present qualifications and understanding of the work to be performed. Contractors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be thorough and detailed as possible so that the Town may properly evaluate your capabilities to provide the required good/services. Your proposal should provide all the information considered pertinent to your qualifications for this project.

***Submit 3 copies of your proposal**

Contractor shall include in their proposal the following:

1. Table of Contents
2. Introduction – Cover letter on company letterhead, signed by the person with the corporate authority to enter into contracts in the amount of proposal.
3. Response to Scope of Services
4. Company Profile that shows the ability and skill of contractor, their staff and their employees to perform the services required within the specified time frame.
5. References – provide a minimum of three references, who could attest to the Contractor's past performance to provide services similar to those required for contract.
6. Cost of services (as requested on Instructions to Contractors – Letter C)
7. Signature Sheet (attached)

Selection of the successful contractor(s) will be based upon submission of proposals meeting the selection criteria. *Contract awards may be made to more than one contractor if in its sole discretion is deemed to be in the best interest of the Town of Smithfield.* The minimum selection criteria will include:

1. Special experience, technical capabilities, professional competence and qualifications.
2. Special experience, technical capabilities, professional competence and qualifications of proposed personnel assigned to provide services in accordance with Scope of Services
3. Clearly demonstrated understanding of the work to be performed.
4. Completeness and reasonableness of proposing organization's plan for accomplishing tasks.
5. Reference
6. Cost of services

TOWN OF SMITHFIELD
REQUEST FOR PROPOSALS
Instructions to Contractors

HVAC Maintenance and Repair Services
RFP #7-2014

The Town of Smithfield hereby gives notice of a Request for Proposals seeking qualified contractors to provide HVAC maintenance and repair services for various Town properties on an “as requested” basis. The Town will reserve the right to add locations and equipment at any time, as necessary during the life of any resultant contract.

- A. All services shall be performed by Service Technicians who are qualified, through factory or other training, to work on equipment to be repaired and serviced. In addition, Technicians shall be directly employed and supervised by successful contractor. (No sub-contractors).
- B. Service Technicians shall be appropriately certified and licensed by the Commonwealth of Virginia/local jurisdiction to perform HVAC and related mechanical work.
- C. Contractor to provide the HVAC Maintenance and Repair Services as specified or indicated in these documents for the following **hourly rates that shall include all transportation costs.**

Regular Time – Certified HVAC Technician	\$ _____ per _____
Holiday&After Hours – Certified HVAC Tech	\$ _____ per _____
Regular Time – HVAC Helper	\$ _____ per _____
Holiday&After Hours-HVAC Helper	\$ _____ per _____

- D. **Performance Warranty:** Work performed under the contract/purchase order shall meet all applicable standards and codes. The vendors shall guarantee all work included in the purchase order against any defects in workmanship and shall satisfactorily correct, at no cost to the Town of Smithfield, any such defect that may become apparent within a period of 12 months after completion of work. The warranty period shall commence upon acceptance by the Town.
- E. **Material Warranty:** Materials provided under the contract/purchase order shall be in current production, as offered to commercial trade, and shall be of quality material. **Used, shopworn, demonstrator, prototype, reconditioned or discontinued materials are not acceptable.** Materials shall be warranted against material defects and defects in workmanship for a period of not less than 12 months and shall cover 100% parts and labor. The warranty period shall commence upon acceptance by the Town.
- F. Term of Contract will be for (1) year with option to renew for up to (4) years.

- G. Contractor to carry and maintain insurance requirements as listed on attached contract application form. A copy of current Certificate of Insurance, Virginia Contractor's License and Business License must be submitted to the town prior to beginning work.
- H. The RFP is not to be construed as creating a contractual relationship between the Town of Smithfield and any agency submitting a response to this RFP.
- I. The Town of Smithfield shall have no obligation or liability to any agency responding to this RFP. All costs associated with responding to this RFP are borne solely by the respondent.
- J. The Town of Smithfield will require follow up oral interviews with selected respondents and will require the respondents to participate in competitive negotiations. *Interviews will be scheduled with selected respondents.*
- K. By submitting a response, the agency represents that it has the ability to meet the requirements outlined herein. Detailed Scope of Work is attached.
- L. After evaluation of the responses, The Town of Smithfield will make its selection based on the response which best meets the needs of the Town of Smithfield, in the sole discretion of the Town of Smithfield. The RFP is not intended to create a public bidding process, and the proposal with the lowest quoted fees will not necessarily be accepted nor will any reason for the rejection of any proposal be indicated. The Town of Smithfield reserves the right to privately negotiate with any firm with respect to the requirements outlined in this Request for Proposals.
- M. Proposals shall be submitted in the required Proposal Response Format and returned with completed application by **12:00 Noon on, Friday, August 1, 2014 to Department of Planning, Engineering and Public Works, Attention: Sonja Eubank, 310 Institute Street, Smithfield, Virginia 23430. Failure to comply with this instruction shall result in the proposal being deemed non-responsive.**

TOWN OF SMITHFIELD
REQUEST FOR PROPOSALS
HVAC MAINTENANCE AND REPAIRS – RFP #7-2014
SCOPE OF WORK

Contractor shall provide routine maintenance, servicing, repair and periodic inspections of HVAC equipment for various Town of Smithfield locations on an “as required” basis. Services shall include but not be limited to:

- A. Inspections with logs set up and maintained with information on any and all repairs, replacements, and adjustments as needed to provide proper and satisfactory operation.
- B. Quarterly and Annual Inspections on Water Treatment Plant HVAC equipment.
- C. Contract shall provide all necessary minor and major repairs. Any major repair labor, repair and/or replacement parts, oil and refrigerant deemed necessary by Contractor, and approved by the Town shall be completed in full, within fifteen(15) business days following approval of such repairs by the Town. Any minor repairs shall be completed at the time of service
- D. Contractor shall provide 24 hour service in order to minimize downtime and inconvenience. The contractor shall provide emergency/after hour service including all labor, overtime, travel costs, parts, supplies, etc. to diagnose and repair any failed equipment. Contractor shall arrive on site within 2 hours after notification of emergency/after hour situation.
- E. At the request of the Town. Contractor shall perform a comprehensive equipment inspection. Such inspection as necessary shall include checking all equipment safety controls, operation, contactors, starters, electrical connectors, Freon charge, amp draw, oil pressure, oil temperature, oil levels, Freon pressures, Freon temperatures, condenser temperatures, evaporator temperatures, chiller starts and stops.
- F. Contractor shall repair or replace worn parts or complete components covered under the contract with new original equipment manufactured parts. All repair and replacement parts, components and devices for the equipment shall be provided by the Contractor.
- G. Contractor shall leave a clear and legible copy of the work order showing all work performed, indicating the date and time of arrival and departure of facility for each employee to include copies of material cost. All work orders shall be signed/validated by the contractor representative that the work was performed. Copies shall accompany invoice for payment.



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

REQUEST FOR PROPOSALS

PROJECT NAME: HVAC Maintenance and Repair
PROPOSAL DUE: 12:00 Noon, Friday, August 1, 2014
CONTRACT OFFICER: William T. Hopkins, III

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax No.: _____

Email: _____

Name: _____ Title: _____

Please attach this cover sheet to front of your proposal package

General Terms and Conditions

Contract Period:

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

Probation Period:

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

Cancellation:

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

Notice to Proceed: (When Applicable)

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

Mobilization:

The Town of Smithfield at this time does not pay for upfront cost incurred by a contractor to start a project. The Town pays for projects at the time of completion of the work.

Materials Testing: (When Applicable)

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

Measurement and Payment:

Final contract documents will specify the method and time table of payment and schedule of payments. All invoices over \$10,000 require Town Council approval and must be submitted by the 15th of each month in order to be included on current month's committee agenda.

Acceptance and Final Approval: (When applicable)

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

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

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

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

Record Drawings: (When applicable)

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

Guaranteed Work and Warranty Period: (When applicable)

The warranty period will begin on the final completion date and shall be effective for one calendar year unless otherwise stipulated by the final contract. Accordingly, as the end of the warranty period approaches, the PM will send the contractor a Notice of Warranty Inspection which identifies a time and location for the final warranty inspection to begin. Following the final warranty inspection and depending on whether or not defects are identified for correction, the PM will send a Release from Warranty (no defects noted) or a Release from Warranty (noted defects corrected), to the contractor stating that the contract is released of further responsibility for any warranty on the project. In cases where warranty items are identified for correction, additional final warranty inspections will be scheduled until all defective work is corrected to the satisfaction of the PM.

Applicable Laws:

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

Anti-Discrimination:

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

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

1. During the performance of this contract, the Contractor agrees as follows:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of (1) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Sub-Contractor or vendor.

Immigration Reform and Control Act of 1986:

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

Drug-Free Workplace:

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

Silence of Specifications:

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

Background Checks:

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

W-9 Request for Taxpayer Identification Number and Certification:

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

EXCEPTION PAGE

- **FAILURE TO CHECK APPROPRIATE STATEMENT AND SIGN THIS PAGE WILL RESULT IN PROPOSAL BEING NON-RESPONSIVE**

EXCEPTIONS:

Vendors must sign the appropriate statement below, as applicable:

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

Firm: _____

Signature: _____

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

Firm: _____

Signature: _____

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

INSURANCE ENDORSEMENTS

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

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

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

TYPE OF INSURANCE COVERAGE

LIMITS

- | | |
|---|--|
| 1. Workman's Compensation
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 |

CERTIFICATE OF INSURANCE (Workmen's Compensation & Liability)

Project: HVAC Maintenance and Repair

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)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <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) ▶	
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.

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).

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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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SIGNATURE SHEET

To receive consideration for award, this signature sheet must be returned to the Department of Planning, Engineering and Public Works as it shall be a part of your response.

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

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

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

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

State Corporation Commission Identification No.: _____

OR

Describe why the Offeror is not required to be authorized by the State Corporation Commission:

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

Company Name: _____

Address: _____

Signature _____ Date _____

Name (type or print): _____

Official Title: _____

Federal Tax ID Number: _____

Telephone Number: _____ Fax Number: _____

E-Mail: _____

AGREEMENT – REQUEST FOR PROPOSAL

THIS AGREEMENT, made and entered into this day of _____ 2014, by and between the TOWN OF SMITHFIELD, VIRGINIA, whose principal office is 310 Institute Street, Smithfield, Virginia 23431 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 _____ 2014, 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 Proposal inviting Contractors to submit proposals as published, Instructions to Bidder/Contractor, Proposal Response Format, Contract Agreement, Hold Harmless Agreement, Certificate of Insurance, Construction Documents and Drawings (if applicable), 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.
- 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 County.
- d. CONTRACTOR agrees to begin the work within ten (10) days of Notice to Proceed and that final completion shall be within 90 calendar days of Notice to Proceed.
- e. The parties agree that damages due to delay in completion of the work are uncertain and not readily capable of ascertainment. Accordingly, if the CONTRACTOR shall fail to complete the

work or any part thereof within the time stipulated, or an applicable extension thereof, the CONTRACTOR shall pay to the OWNER as fixed and agreed, liquidated damages for each calendar day of delay until the delayed work is corrected or accepted, an amount equivalent to Contract Sum divided by the total number of days until final completion per day of delay. The parties agree that this sum is proportionate to the probable loss and is not a penalty.

(a) The CONTRACTOR expressly waives any defense as to the validity of any liquidated damages stated in this Agreement as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

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 R. Riddick
Town Attorney
Date _____

HOLD HARMLESS AGREEMENT

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

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

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

ATTEST:

CONTRACTOR:

BY: _____

BY: _____

DATE: _____