TOWN OF SMITHFIELD
REQUEST FOR PROPOSALS
MUNICIPAL RECYCLING AND REFUSE SERVICES (#17-01)

The Town of Smithfield is accepting sealed proposals from qualified contractors to provide municipal curbside recycling and refuse services.

A complete copy of this RFP including a **mandatory** pre-proposal conference, statement of needs, proposal requirements, evaluation criteria and delivery instructions may be obtained from the Department Planning, Engineering, and Public Works office located at 310 Institute Street, Smithfield, Virginia 23430 or by visiting the town website at www.smithfieldva.gov.
Proposals will be received until 12:00 Noon on Friday, February 17th 2017 to the same location.

Any questions must be directed to Sonja Eubank, Contract Officer at seubank@smithfieldva.gov or 757-365-4272 by **5:00 p.m. Monday, February13th 2017**. Any contact with any Town representative, other than outlined above, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

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 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.

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
REQUEST FOR PROPOSALS
MUNICIPAL RECYCLING AND REFUSE SERVICES (#17-01)

I. PURPOSE:

The Town of Smithfield (hereinafter referred to as "Town") is requesting sealed proposals from qualified contractors for municipal curbside recycling and refuse collection for an individual contractor to provide both recycling and refuse collection, transfer and disposal services.

II. STATEMENT OF NEEDS:

The successful contractor shall demonstrate the necessary qualifications, facilities, equipment, staffing and financial resources to provide curbside recycling and refuse collection services without interruption of existing services to town residents. The following services are to be provided in accordance with the agreement and applicable law:

A. Proposal ***shall include*** the cost per stop/unit per month (**on attached proposal form**) for the following:

B. **Curbside Recycling Collection and Disposal Operations (once per week):** Furnish all labor, maintenance, materials, services, supplies and equipment needed to provide weekly curbside collection of single stream recyclables from approximately **2980** single family residential units, businesses and municipal locations. Recyclables shall be transported to an approved materials recycling facility (MRF).

C. **Curbside Refuse Collection and Disposal Operations (once per week):** Furnish all labor, maintenance, materials, services, supplies and equipment needed to provide weekly curbside collection of refuse/waste from approximately **2995** single family residential units, businesses and municipal locations. Waste shall be transported to the existing Isle of Wight Transfer Station located at 13191 Foursquare Road, Smithfield VA 23430 for subsequent transfer and disposal; or directly to an approved disposal facility. Isle of Wight County will be responsible for any tipping fees for refuse delivered to the Transfer Station.

D. **Curbside Debris Collection and Disposal Operations** (*cost for this service shall be included with the cost per stop/unit for refuse collection and disposal).* Furnish all labor, maintenance, materials, services, supplies and equipment needed to provide weekly curbside collection of yard debris (*on a call in basis to contractor*).

E. **Spring Community Clean-up Days**: One special collection will be held each spring to include larger household items such as furniture and appliances, but shall not include any non-eligible hazardous material items.

F. **Special Christmas Collection**: An additional special pick up at the Christmas holiday may be authorized pursuant to the same terms and conditions.

G. **New or Relocating Residents:** New or relocating residents in the Town will be authorized a bulk pick-up of up to fifteen (15) moving boxes.

H. **Service Areas:** Collection will be from residences, businesses and government properties in the town where the amount of refuse closely approximates the volume of refuse generated from a typical residential unit. High volume commercial refuse generators, including residential apartment complexes are not included in this scope of services.

I. **Determination of Service Addresses:** At least 60 days before the start date, the contractor, at its sole expense, will complete route audits of the entire service area. The route audits will include a list by route of all addresses that will receive service. The Town of Smithfield will review the route audits for accuracy. After the route audits are accepted, they shall serve as the basis for determination of the service addresses and payment to the contractor. Adjustments to the house counts will be made monthly based on the number of households added and subtracted for service. As households are demolished, they will be deducted from the overall household count. The contractor will be notified of demolished homes for the reflection in the monthly billing. Route sheets must be updated monthly to reflect any changes to the service addresses.

J. **Collection Vehicles:** Refuse and recycling must be collected in enclosed trucks or vehicles that must be maintained in good working order and meet all applicable health department regulations and all applicable Federal, State and Local laws for operating motor vehicles in the state of Virginia. Selection, maintenance and procurement of all vehicles for the collection of materials shall be the responsibility of the contractor. The contractor shall obtain and maintain an adequate number of vehicles to support the collection activities described herein. The collection vehicles shall be designed to complete the required work and maintained in a safe and clean condition at all times. The collection vehicles must be designed and maintained to prevent materials from falling or blowing off the vehicles. The Contractor shall collect all litter resulting from the operations of Contractor's vehicles.

K. **Office Contact:** Contractor shall maintain an office at which a responsible person can be reached during regular working hours of 9:00 A.M. to 5:00 P.M. to answer questions about collection services with personnel sufficient to receive and handle complaints and to receive communication from the Town Manager or designee. Contractor shall supply an emergency telephone number for use in the event of after hour emergencies. One designated contact person must be assigned to the town to oversee this collection operation.

L. **Required Reports:** Contractor shall maintain a complaint log form with corrective actions taken and submit to the town on a monthly basis or provide electronic access to town staff. Contractor shall also submit monthly recycling and refuse reports to include collection date and breakdown in tons of material collected per day. Fuel receipts shall also be provided for any agreed upon adjustments to the contract.

M. **Delay of Service:** The Town Manager or designee shall be notified **immediately** in the event the scheduled collection cannot be met due to mechanical or other unforeseen delays. Contractor recognizes that its prompt and complete performance of this agreement is critical to the public health, safety and welfare of the Town of Smithfield. Contractor therefore agrees that in event of equipment breakdown, strike

or any other occurrence which would delay or prevent timely performance of its obligations hereunder, that it shall forthwith take all actions reasonably necessary, including but not limited to, replacement of equipment and personnel in order to assure restoration of normal service within six (6) hours from the time of occurrence.

N. **Cancellation of Service:** Service may need to be cancelled due to inclement weather or other unforeseen circumstances as determined by the contractor. The contractor shall describe in the proposal how the decision will be made to cancel services and how the decision to cancel services will be disseminated. The contractor shall also note how the decision will be made to provide make-up service.

O. **Improperly Prepared Containers:** In the event that a curbside collection container is improperly prepared, the contractor may decline to collect some or all of the materials in the container. Notification must be made to the resident to fully explain the reason the materials were not collected. If some or all of the contents of the container are rejected; the contractor is required to securely fasten a valid rejection tag explaining why the container was not serviced or why some of the material was left uncollected. The contractor is required to provide to the Town of Smithfield, at the close of each business day, documentation on all rejections issued including the address, the cause of the rejection, the time the rejection tag was left, and a digital photograph of the container and/or materials rejected. The contractor will include a description of guidelines to be used to reject materials.

P. **Holidays:** Observation of Holidays will be subject to negotiation.

III. 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 and three (3) copies** of each proposal must be submitted. Offerors must clearly label the word "ORIGINAL" on the cover and must clearly label all copies with the word "COPY" on the cover. If you proposal contains proprietary information and you are invoking protection from disclosure under § 2.2-4342F of the Code of Virginia, refer to IV.A.2.f below, and submit one (1) redacted copy of the proposal clearly labeled with words "REDACTED COPY" on the cover. No other distribution of the proposal shall be made by the offeror.

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. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Proposals shall be organized in the order in which the requirements are presented in the RFP. All pages of the proposal shall be numbered. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. *Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.*

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability to satisfy a "must" or "shall" requirement does not automatically remove the Offeror from consideration; however it may seriously affect the overall rating of the Offerors' proposal.

e. Each copy of the proposal shall be bound or contained in a single volume when practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials, and documentation originated and prepared for the Town pursuant to the RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret submitted must be identified by some distinct method such as

highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

3. ORAL PRESENTATION: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are an option of the Town and may or may not be conducted.

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. Specific items (including exception page) and data requested in RFP. *Contractor has ten (10) days from notice of intent to award to provide agreements, insurance documentation and W-9 form.*

3. A written narrative statement to include:

   a. Experience in providing the services described herein.

   b. Descriptions, qualifications and experience of all organizational staff, drivers and handlers employed to perform the work described in the RFP. Offerors must clearly evidence their direct experience in the residential recycling and refuse collection field.

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

   a. Details of the proposed methodology for completing the tasks outlined in the statement of needs including an approach and work plan for implementing the new contract, a proposed time frame, milestones for delivery and methods used to minimize misses.

b. Describe how the decision will be made to cancel services and how the decision to cancel services will be disseminated. Describe how the decision will be made to provide make-up service.

c. Describe guidelines to be used to reject materials.

5. Summary of any items that the Offeror would anticipate modifying in the RFP specifications.

6. Include a list of all vehicles and equipment to be used in delivery of service.

7. Proposed price per stop/per unit.

8. References: List on attached reference sheet. A comprehensive reference list of (3) similar or related programs delivered by Offeror that evidences ability to provide solid waste and recycling collection service or services similar to the services outlined in this RFP including organization names, addresses, contact names, and telephone numbers.

IV. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA: Proposals shall be evaluated by the Town using the following criteria:

1. Specific plan(s) or methodology to be used to perform the services. ***25 points***

2. Experience and qualifications of firm and personnel assigned to perform the services. ***20 points***

3. Proposed price. ***30 points***

4. Demonstrated ability to perform required services including sufficient staff, vehicles and equipment. ***20 points***

5. RFP contains all submittal requirements. ***5 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.

V. CONTRACT TERM:

Contract term will begin July 1st 2017. Period of service will be for (5) five years with the right to renew for (5) five additional one year periods.

VI. COOPERATIVE PROCUREMENT:

This solicitation is being conducted on behalf of other public bodies under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, Cooperative Procurement, as stated, "a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the Request for Proposal or Invitation to Bid specified that the procurement was being conducted on behalf of other public bodies."

If authorized by the Offeror (s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contracts shall place its own orders(s) directly with the Successful Offeror (s). The Town of Smithfield acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Successful Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Bidders desiring to offer to other jurisdictions under this clause shall so indicate in their response.

Any public body may enter into a contract directly with the Successful Offeror or Offerors with all the terms and conditions as set forth in this RFP process including negotiations and Best and Final Offers.

VII. PRE PROPOSAL CONFERENCE:

A ***mandatory*** preproposal conference will be held on **Wednesday, January 25th 2017 at 10:00 a.m.** at the Department of Public Works located at Town Hall 310 Institute Street, Smithfield, Virginia. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. DELIVERY INSTRUCTIONS:

Proposals shall be in a sealed envelope marked "Municipal Recycling and Refuse Services " and delivered no later than **12:00 NOON, Friday, February 17th 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. **Deadline for questions will be 5:00 p.m., Monday, February 13th 2017.**

IX.

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 of 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 who 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.

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.

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 if 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.

X.

SPECIAL TERMS AND CONDITIONS

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.

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.

Best and Final Offer (BAFO):

At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored and include information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

Small, Women, and Minority-Owned Businesses (SWAM):

The Town of Smithfield recognizes and acknowledges the importance of small, women-owned, and minority-owned businesses and the challenges they face to compete in the open market. The Town is committed to cooperating with prevailing law as it contributes to the preservation and strengthening of such businesses.

For those contracts in which prime contractors have made SWaM commitments, the Town will record those SWaM businesses in a database as a means to track and identify such businesses. The prime contractor will be required to provide information regarding expenditures to second-tier SWaM businesses that were utilized on the specific contract. The prime contractor must provide the name of the second-tier firm, business classification of the firm (e.g. minority-owned), and the dollar amount paid. The reported information will be compared with the prime contractor's commitment to determine whether the prime contractor is fulfilling its contractual obligations.

Prime contractors will calculate expenditures with SWaM businesses on a monthly basis and report to the Virginia Department of Small Business and Supplier Diversity (DSBSD) on a quarterly basis.

Payments are withheld for prime contractors who fail to report information on a timely basis (until the information is reported). Prime contractors that do not meet their SWaM commitments may be held in contractual default.

Prime Contractor Responsibilities:

The contractor shall be responsible for completely supervising and directing work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is fully responsible for the acts and omissions of their subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

XI.

ATTACHMENTS

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

PROJECT NAME: **RECYCLING AND REFUSE SERVICES**

BID/PROPOSAL DUE: **BY 12:00 NOON, FRIDAY, FEBRUARY 17TH 2017**

CONTRACT OFFICER: **SONJA EUBANK**

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax No.: _____

Email: _____

Name: _____ Title: _____

Please attach this cover sheet to front of your bid/proposal package

PROPOSAL FORM

SERVICE FEES
RESIDENTIAL RECYCLING AND REFUSE COLLECTION
TOWN OF SMITHFIELD

_____ per unit per month for curbside recycling collection.*

_____ per unit per month for curbside refuse and debris collection. *

_____ for special collections as specified per year.

* The number of units advertised will be used for purposes of this proposal. However, the actual number of units to be serviced will be verified and shall serve as actual basis for payment.

Date: _____

Contractor: _____

By (Printed):_____

By (Signed):_____

Title: _____

REFERENCES

Provide at least three references of recent like services work that has been performed.

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: _____

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: _____

EXCEPTION PAGE

- ***FAILURE TO CHECK APPROPRIATE STATEMENT AND SIGN THIS PAGE MAY RESULT IN PROPOSAL BEING REJECTED***

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 rejected.

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 and Employer's Liability	Statutory $500,000.00 each $500,000.00 each Occurrence $500,000.00 in Aggregate
2. Comprehensive General Liability with XCU & Contractual included	$1,000,000.00 each $1,000,000.00 each Occurrence $2,000,000.00 in Aggregate
3. Property Damage Liability	$1,000,000.00 each Occurrence
4. Commercial Automobile Liability	$1,000,000.00 each Occurrence

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)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions 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): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

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 ▶**

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.

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 [1]
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*
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.

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.

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.

AGREEMENT

THIS AGREEMENT, made and entered into this day of _____ 2017, 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 _____ 2016, 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, Statement of Needs, General Terms and Conditions, Special Terms and Conditions, 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 Town.

d. 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. Liquidated damages shall be an amount equivalent to Contract Sum divided by the total number of days from the date of the

notice to proceed until the final completion date times the total number of days that completion is delayed past the final date of completion as required by the contract. 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 H. 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 _____.

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:_____