TOWN OF SMITHFIELD

"The Ham Capital of the World"

REQUEST FOR PROPOSALS
RFP #20-001

February 21, 2020

Town of Smithfield
310 Institute St
Smithfield, VA 23430
https://www.smithfieldva.gov/

Vehicle Maintenance Services

Sealed Proposals, subject to the conditions and instructions contained herein, will be received at the above office until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: To provide Vehicle Maintenance Services for a three (3) year term.

Proposal Due: March 20th, 2020 at 5:00 PM
Contract Officer:

Michael Coburn, Purchasing Agent, **mcoburn@isleofwightus.net**

****AN ELECTRONIC RESPONSE IS REQUIRED****

The Purchasing Agent, Michael Coburn, is the sole contact official for the Town of Smithfield with respect to this RFP. All questions and/or comments should be directed to him at this email address: mcoburn@isleofwightus.net. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the Town regarding this RFP. Any such unauthorized contact may disqualify the bidder from the procurement.

Company Name: _____

Address: _____

City / State / Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

SOLICITATION DOCUMENTS

Request for Proposals (RFP) documents, including any addenda, are available via the Town's website: **https://www.smithfieldva.gov/** or on the Commonwealth's bid board (eVA) **http://eva.virginia.gov/**. Email is the preferred method for asking question and will get a faster response, but other written forms are acceptable.

Proposals should be sent as a .pdf attachment to **mcoburn@isleofwightus.net** and copied to **vbranch@isleofwightus.net** . The electronic submittal shall be 150 MB, or less, saved as a .pdf document and should conserve disk space to allow easy transfers of data.

QUESTIONS

Questions pertaining to this RFP should be directed to Michael Coburn, Purchasing Agent, **mcoburn@isleofwightus.net** **AND** Virginia Branch, Administrative Assistant, **vbranch@isleofwightus.net**, no later than **March 13, 2020 by 5:00 p.m.** All questions must be submitted ***in writing***; telephone inquiries will not be considered.

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THE PROJECT MANAGER AS SOON AS POSSIBLE.

We do not have means to keep a plan-holders list, or the names of firms that have downloaded copies of the RFP from various websites. Please check the Town's website prior to submitting your proposal to ensure that a complete up-to-date package has been received.

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers, if the offer is accepted within one hundred and twenty (120) calendar days from the date of the receipt of proposals, to furnish any or all of the items and/or services upon which prices are quoted, at the price set, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals, and is authorized to contract on behalf of firm.

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GENERAL

The Town of Smithfield is seeking proposals from qualified Offerors to provide vehicle maintenance services under a three (3) year term. Offerors should hold a current business license, be properly licensed/registered to operate in the State of Virginia, and who have been working in the Auto Repair business for at least two (2) years**. Proposers must be physically located within a 10 mile radius of the Town of Smithfield.** Offerors should be able to provide all services referenced herein or assemble a team which can do so.

Items listed in the Scope of Services' paragraph are minimum requirements which shall be provided as part of this contract.

CONTRACT PERIOD

The contract period shall be for a three (3) year term from the date of award.

NOTE: The Town operates on a fiscal year from July 1 through June 30. Purchase orders are good through the end of a current fiscal year. New purchase order(s) are issued at the beginning of each fiscal year to cover the remainder of the current contract period and subsequent renewal periods.

SCOPE OF SERVICES

Vehicle Maintenance Service provided under this contract shall include but may not be limited to the following task:

1. Routine Maintenance
   a) Oil change (according to manufacturer's specifications). Oil change is to also include checking and topping off all fluids
   b) Two wheel alignment
   c) Four wheel alignment
   d) Mounting and balancing of tires
   e) Rotating tires
   f) State inspections

2. Repairs
   a) Mechanical/shop hourly rate
   b) Discount percentage off list price for parts
   c) Body repair hourly rate
   d) Body repair material rate
   e) Month and/or miles warranty for parts and labor
   f) Brakes
   g) Engine coolant system
   h) Replacement of motor
   i) Replacement of transmission
   j) Rear end repairs

3. Towing
   a) Towing vehicle from location (within Town limits) to contractor's business or to a Town facility. No towing service does not eliminate you as long as you can provide service.

The successful respondent should realize that additional work outside of the services listed above may be requested by the Town.

Tires will be purchased directly through Tire Hub. The Town has an account with Tire Hub and will pay Tire Hub directly. The successful respondent will be required to initiate through Tire Hub on behalf of the Town. Tire Hub bills the Town Directly for tires.

Routine maintenance service for all vehicles is to be scheduled with contractor and shall be performed within 48 hours of the scheduled with contractor and shall be performed within 48 hours of the scheduled time and date. General repair services shall be scheduled as soon as possible based upon the repair necessary, with the contractor providing a completion date at the time service is scheduled. First responder vehicles are vital to the safety of residents, and therefore, require priority care. These vehicles require all services to be completed the same day. If it is not possible to complete the same day, Town personnel shall be notified as soon as possible of the anticipated timing of repair. First responder vehicles must be kept inside of buildings when housed overnight.

Police vehicle tows will require a response time 20 minutes or less.

SUBMITTALS/QUALIFICATIONS:

The Offeror is required to submit an electronic proposal as explained in this document. Please provide sufficient information supporting your strengths compared to the Evaluation Criteria to follow under that heading. Some minimal information is as follows:

1. The Request for Proposal document with any addenda acknowledgements filled out, signed, and scanned as required.

2. A cover letter outlining the following organizational information:

   a) Name of company (or other business entity) submitting proposal
   b) Type of business entity (i.e. corporation or partnership)
   c) Place of incorporation
   d) Date of incorporation
   e) Number of years business has been working in the Auto Repair business
   f) Name, location, and telephone number of the firm's representative to contact regarding all matters pertaining to the proposal
   g) If the proposer intends to subcontract any of the work set forth in this RFP, then the proposer shall include the subcontractor's name, address, telephone number and the function that the subcontractor shall perform
   h) Experience and credentials of subcontractor
   i) Copy of current business license
   j) State Corporation Commission Identification Number

3. Cost to provide services as outlined in Scope of Services. Please provide fixed costs for each service

EVALUATION CRITERIA (Listed in Order of Importance)

Each proposal will be evaluated based upon the following published criteria, including compliance with the RFP instructions and the mandatory terms and conditions set forth within the RFP document. The

objective of the evaluation will be to select the firm who, in the sole discretion of the Town, offers the best value and fit for the needs of the Town. Each proposal will be evaluated on the following criteria:

1. Firm's experience.
2. Firm's qualification in providing services outlined in the RFP
3. Firm's ability to meet time requirements outlined in RFP
4. Firm's past performance
5. Cost of providing services as outlined in the Scope of Services

EVALUATION PROCEDURES

Proposals will be evaluated, and interviews scheduled with selected firms in accordance with the "*Competitive Negotiation for non-professional services*" method as outlined in the Virginia Public Procurement Act. A numerical evaluation will not be used, but rather the decision will be based on the respective strengths and/or weaknesses of Offerors perceived by the Evaluation Committee. The Town may require a formal presentation for short-listed Offerors, and intends to negotiate with two or more offerors, depending upon the results of this solicitation. As allowed under the Code of Virginia, if in the opinion of the Evaluation Committee that one offer is clearly more highly qualified, negotiations may be held with only that firm.

First Responder Vehicles Indicated by *	Department	Vehicle
*	Police Dept	2011 Ford Explorer
*	Police Dept	2013 Ford Taurus
*	Police Dept	2013 Ford Explorer
*	Police Dept	2013 Dodge Charger
*		2013 Dodge Charger
*	Police Dept	2014 Dodge Charger
*	Police Dept	2014 Dodge Charger
*	Police Dept	2014 Dodge Charger
*	Police Dept	2015 Dodge Charger
*	Police Dept	2015 Dodge Charger
*	Police Dept	2015 Dodge Charger
*	Police Dept	2016 Dodge Charger
*	Police Dept	2016 Dodge Charger
*	Police Dept	2016 Dodge Charger
*	Police Dept	2017 Ford Explorer
*	Police Dept	2017 Ford Explorer
*	Police Dept	2017 Ford Explorer
*	Police Dept	2019 Ford Explorer
*	Police Dept	2019 Ford Explorer
*	Police Dept - SV	1998 GMC Van
*	Police Dept - SV	2002 HD FLHTPI - Motorcycle
*	Police Dept - SV	2004 HD FLHTPI - Motorcycle
*	Police Dept - SV	2016 HD FLHTPI - Motorcycle
*	Police Dept - SV	2016 HD FLHTPI - Motorcycle
*	Police Dept - SV	2012 Ford F550
*	Police Dept - SV	1010 Venture - Boat Trailer
*	Police Dept - SV	2005 Smart LP - Speed Trailer
*	Police Dept - Spares	2008 Ford Explorer
*	Police Dept - Spares	2011 Dodge Charger
*	Police Dept - Spares	2011 Dodge Charger
*	Police Dept - Spares	2011 Ford Crown Vic
*	Police Dept - Spares	2013 Dodge Charger
*	Police Dept - Spares	2014 Dodge Charger
*	Police Dept - Spares	2011 Dodge Charger

First Responder Vehicles Indicated by *	Department	Vehicle
*	Public Works	2012 Ford F250
*	RO Plant	2008 Ford F150
*	Public Works	2015 Ford - Supercab- F350
*	Public Works	2014 Ford Truck
*	RO Plant	2006 Ford Truck Pickup
*	Public Works	2007 Ford F350
*	Public Works	2011 Ford F250 Pickup
*	Public Works	2010 Ford Utility Truck
*	Public Works	2013 Ford F350
*	Public Works	2015 Ford F350
*	Public Works	2016 Ford F150 Pickup
*	Public Works	2017 Ford F450
*	Public Works	2018 Ford F450
	Public Works	2005 Ford Truck Pickup
	Public Works	1999 Ford Truck Pickup
*	Public Works	2007 Ford F450 Pickup
	Public Works	2002 Ford Truck Pickup
	Engineering	2003 Ford Truck Pickup
	PW/Planning	2005 Ford Explore
	PW/Planning	2005 Ford Crown Vic
	TM	2008 Dodge Charger
	Smfd Center	2005 Dodge Van

CONDITIONS AND INSTRUCTIONS

1. **Use of Form**: All proposals should be submitted in electronic (.pdf) format in accordance with this form. The Offeror may attach/scan other information as required to the electronic document that will be made a part of the proposal. Electronic submittals on CD, DVD, memory sticks, or other electronic media will be accepted if delivered prior to the closing time. The preferred method of delivery is by an attachment to an email addressed to: **mcoburn@isleofwightus.net** The Town's published Conditions and Instructions shall supersede any additional writings submitted with the proposal. Such writings shall be clearly marked and noted as an exception.

2. **Submittals**: Except as noted above, all proposals shall be sent as an attachment to email to: mcoburn@isleofwightus.net. The subject line must show the proposal number and name. This form shall be included as part of your submittal; else, your response may be considered 'non-responsive.'

3. **Late Proposals**: Proposals and amendments thereto sent electronically to Purchasing after the date and time specified, will not be considered. It will be the responsibility of the Offeror to see that their proposal is properly sent to Purchasing as specified. There will be no exceptions. Electronic proposals sent as an email attachment will show the date and time sent. This date will be used to determine whether a submittal was timely or not. To be considered, the submittal must be sent prior to the closing date published on the front cover.

4. **Town Office Closures**: Should the Town's offices, or the electronic network connectivity prevent receipt of proposals at the time of the scheduled proposal closing, the proposals will be opened on the next business day of the Town, at the original scheduled hour, or as soon as connectivity is restored during normal business hours. The opening is not a public event. The names and number of responses shall not be disclosed until negotiations are complete and a decision to award has been made. At that time the file will be made available to Offerors to review.

5. **Offer/Acceptance**: Each proposal is received with the understanding that the acceptance in writing by the Town of the offer to furnish the prescribed or services and deliverables as described therein, shall constitute a contract between the Offeror and the Town, which shall bind the Offeror to furnish and deliver those services and products at the prices stated and in accordance with the conditions of the accepted proposal and the executed Agreement; and the Town on its part to order from such Offeror, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.

6. **Withdrawal of Proposals**: Proposals may be withdrawn (cancelled) any time by submitting such a request in writing on the issuing company's letterhead either by email, in person, or by certified mail.

7. **Addenda**: If issued, addenda to this solicitation will be posted on the Town's website (**https://www.smithfieldva.gov/**) and on the Commonwealth's bid board (eVA) **http://eva.virginia.gov/**. It is the Offeror's responsibility to check the website or contact the Purchasing Division prior to the submittal deadline to ensure that the Offeror has a complete, up-to-date package. Acknowledgement of all issued Addenda should be indicated on the proposal form.

8. **Award**: Award will be made to the Offeror considered at the Town's sole determination after following the procedure outlined herein. The process used for this solicitation shall be

Competitive Negotiation for Non-Professional Services as outlined in the Virginia Public Procurement Act.

9. **Announcements**: Upon the award or the announcement of the decision to award a contract, the Town will publicly post such notice on the bulletin board located in the Town's Administrative Offices and on the Town's web site: **https://www.smithfieldva.gov/** and the Commonwealth's bid board (eVA) **http://eva.virginia.gov/.**

10. **Town's Rights**: The Town reserves the right to reject any and all proposals, and to waive any informality if it is determined to be in the best interest of the Town.

11. **Delivery**: The time of delivery of services must be stated in definite terms. If time of delivery for different goods and/or services varies, the Offeror shall so state.

12. **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 correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

13. **Capacity of Offeror:** All proposals must be signed by a responsible officer or employee having the authority to bind the firm in contract. The Offeror agrees that its contract performance shall be in strict conformance with the contract documents.

14. **Rights to Damages**: By signing this proposal, the Offeror assigns to the Town any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the Town.

15. **Anti-Collusion**: The Offeror certifies by signing this Request for Proposals that this proposal is made without prior understanding, agreement, or accord with any other person or firm submitting a proposal for the same goods and/or services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages. Should sub-Consultant s or sub-consultants have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud.

16. **Indemnification**: The Consultant shall defend, indemnify and hold the Town, and the Town's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Consultant, its employees, agents, and volunteers, or incurred by or claimed against the Town, the Town's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Consultant. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the Town due to the negligent, fraudulent or criminal acts of the Consultant or any of the Consultant's officers, shareholders, employees, agents, Consultant s, sub-Consultants, or any other person or entity acting on behalf of the Consultant. Unless otherwise provided by law, the Consultant's indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Consultant under worker's compensation acts, disability benefit

acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

17. **Copyright Protection**: The Consultant agrees to defend and save the Town, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Consultant is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

18. **Laws, Regulations**: The Consultant shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Consultant shall at all times observe and comply with all such laws, ordinances and regulations.

19. **Alien employment**: The Consultant certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.

20. **SCC Authorization**: All Offerors authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include 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, as amended, or as otherwise required by law shall include in its proposal or proposal a statement describing why the Offeror or Offeror is not required to be so authorized.

    SCC Number, or Statement: _____

    Any business entity that enters into a contract with a public body pursuant to this chapter 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, as amended, to be revoked or cancelled at any time during the term of the contract. The Town may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

21. **Default**: In event of default by the Consultant, the Town reserves the right to procure the goods and/or services from other sources and hold the Consultant liable for any excess cost occasioned thereby. Such actions taken by the Town shall not release the Consultant from additional remedies that may be allowed by law.

22. **Availability of Funds**: When a contract resulting from this solicitation involves multiple fiscal periods, such contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The Town's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

23. **Appeals Procedure**: Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of proposals, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.

24. **Faith-based Organizations**: The Town of Smithfield does not discriminate against faith-based organizations.

25. **Anti-Discrimination**: By submitting their proposals, 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 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 the recipient's religion, religious belief, refusal to participate in a religious practice, or 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. (Code of Virginia 2.2.4343.1E).

    In every contract over $10,000 shall include the following provisions:

    1. During the performance of this contract, the Consultant agrees as follows:

        a) The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service-disabled veterans 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
        b) The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant 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 Consultant will include the provisions of Section a, b, and c above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each sub-consultant or vendor.

26. **Drug-Free Workplace**: During the performance of this contract, the Consultant agrees to (1) provide a drug-free workplace for the Consultant's employees; (2) post in conspicuous place, 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 Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (4) 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-consultant 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 Consultant, 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.

27. **Assignment of Contract**: A contract shall not be assignable by the Consultant in whole or in part without the written consent of the Town.

28. **Independent Consultant:** The Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant shall act in an independent capacity and not as officers, employees, or agents of the Town.

29. **Scheduling and Delays**: The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the Town. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The Town shall not be required to pay any of the Consultant's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the Town. If the Town delays the project for any reason for a continuous period of ninety (90) days or more, the Town and Consultant will negotiate a mutually agreeable adjustment to the Consultant's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the Town due to causes within the Town's control, the above waiver or release shall not apply.

30. **Governing Law**: This Agreement is made, entered into, and shall be performed in the Town of Smithfield, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of Isle of Wight, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

    The Consultant shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the Town or written instruction/order from the Court.

31. **Severability**: If any provision of a contract resulting from this solicitation, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

32. **Termination for Convenience**: The Town may at any time, and for any reason, terminate this Contract by written notice to Consultant specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

    Notice shall be given to Consultant by certified mail/return receipt requested at the address set forth in Consultant's Proposal or as provided in this Contract. In the event of such termination, Consultant shall be paid such amount as shall compensate Consultant for the work satisfactorily completed, and accepted by the Town, at the time of termination. If the Town terminates this Contract, Consultant shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the Town any work completed or in process for which payment has been made.

    After the first contract term the Consultant may at any time, and for any reason, terminate the Contract by written notice to the Town specifying the termination date, which shall not be less than thirty (30) days from the date such notice is mailed.

33. **Termination for Cause**: In the event that Consultant shall for any reason or through any cause be in default of the terms of this Contract, the Town may give Consultant written notice of such

default by certified mail/return receipt requested at the address set forth in Consultant 's Proposal/ or as provided in this Contract.

Unless otherwise provided, Consultant shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Consultant to cure the default, the Town may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Consultant shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the Town any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the Town and provisions herein with respect to opportunity to cure default shall not be applicable.

34. **Contact Prohibition**: Direct contact with Town departments other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Purchasing Agent. Violation may result in a determination that your firm is ineligible for an award.

35. **Additional Conditions**: The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions an Offeror intends be considered must be submitted with the proposal and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the proposal, negating possibility of an award to that Offeror. Contractual documents submitted by the successful firm after an award will not be accepted.

36. **Consultant Failure to Perform**: Failure of the Consultant to perform the contract by reason of the Town's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the Town, and may result in debarment of the Consultant for a period of up to three (3) years. Termination and /or debarment of the Consultant shall not constitute a waiver by the Town of any other rights or remedies available to the Town by law or contract.

37. **Conflict**: In the event of a conflict between the contract documents, including these Conditions and Instructions, the contract documents shall control.

38. **Records and Inspection**: The Consultant shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Consultant's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Town and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Consultant by the Town. The Town shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the Town to the Consultant pursuant to this contract or any renewal or extension of this contract. The Town's employees, agents or authorized representatives shall have access to the Consultant's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.

39. **Rights and Remedies Not Waived**: In no event shall the making by the Town of any payment to the Consultant, or the waiver by the Town of any provision under this contract including any obligation of the Consultant, constitute or be construed as a waiver by the Town of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Consultant, and the making of any such payment by the Town while any such

breach or default exists shall not impair or prejudice any right or remedies available to the Town.

40. **Entire Agreement**: A resultant contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

41. **Conflicts of Interests**: Consultant shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the Town. The Town may not procure supplies, equipment, materials or other goods from a Consultant on the same project.

42. **Responsibility of Consultant:** The Consultant shall, without additional costs or fee to the Town, correct or revise any errors or deficiencies in his performance. Neither the Town's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the Town, and the Consultant shall remain liable to the Town for all costs which are incurred by the Town as a result of the Consultant's negligent performance of any of the services furnished under this Agreement.

43. **Changes and Additions**: It shall be the responsibility of the Consultant to notify the Town, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the Town, in writing.

    It is understood and agreed to by both the Town and the Consultant that such modifications or additions to this Agreement shall be made only by the full execution of the Town's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Consultant on such modification or addition to this Agreement prior to the Town's execution of its standard Agreement change order form shall be at the total risk of the Consultant and said work may not be compensated by the Town.

44. **Exemption from Taxes**: The Town is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the Town's tax exempt status will be furnished by the Town upon request.

45. **Debarment Status**: By submitting a proposal, proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

46. **Safety**: All Consultants and sub-consultant s performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and Town Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Consultants and sub-consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

47. **License Requirement**: All firms doing business in the Town are required to be licensed in accordance with the Town business license ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

48. **Consultant's Form**: In cases where the Town may accept the Consultant's form agreement, whereas certain standard clauses that may appear in the Consultant's form agreement cannot be accepted by the Town, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Consultant's form contract, the Town's contract addendum shall prevail over the terms of the Consultant's agreement in the event of a conflict.

49. **Offeror's Qualifications**: Only proposals from established Consultants for work similar in scope to work herein shall be considered; the Town reserves the right to request specific reference information prior to award. Offeror shall demonstrate that they have adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein. The Town may, at its option, disqualify an Offeror and reject his proposal for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Offeror.
- Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to sub-consultants
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- Consultant does not meet project-specific requirements, as identified in the Contract Documents

50. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive proposals. F.O.B. Destination-Freight Included shall include all shipping costs to the Town location(s) at the unit cost. No additional shipping charges shall be allowed.

51. **Contract Quantities**: The quantities specified in the Request for Proposals are estimates only unless otherwise clearly noted and are given for the information of Offeror and for the purpose of proposal evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the Town shall be obligated to purchase under the contract or relieve the Consultant of his obligation to fill all orders placed by the Town, except as clearly noted.

52. **Competition Intended**: It is the Town's intent that the Request for Proposals (RFP) permits competition. It shall be the Offeror's responsibility to advise the Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent prior to the date set for proposals to close.

53. **Insurance:** The successful Offeror shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the Town by the Offeror, his agents, representatives, employees or sub-consultants. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or

that coverage purchased for three (3) years after contract completion date.

1. General Liability: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.
    a) Minimum Limits, General Liability:

$1,000,000	General Aggregate Limit
$1,000,000	Products & Completed Operations
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence Limit
$50,000	Fire Damage Limit
$5,000	Medical Expense Limit

2. Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the Offeror, his agents, representatives, employees or sub-consultants.
    a) Minimum Limits, Automobile Liability:

$1,000,000	Combined Single Limit
$1,000,000	Each Occurrence Limit
$5,000	Medical Expense Limit

3. Workers' Compensation: Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, $1,000,000.
4. Professional Liability:
    a) The successful Offeror shall provide the Town with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the Town for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements.
    b) The Town policy shall be endorsed to include the Town 's officials, officers, agents and employees as insured. The E&O Policy shall include the successful Offeror and the Offeror's sub-consultants of every tier as the Offeror designated in the declarations.
    c) The minimum E&O Policy limits to be provided by the successful Offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the Town and Town's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.
    d) Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the Town with forty-five (45) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.
5. Coverage Provisions:
    a) All deductibles or self-insured retention shall appear on the certificate(s).
    b) The Town, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
    c) The Offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the Town.
    d) Shall provide 30 days written notice to the Town before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

e) All coverage for sub-consultants of the Offeror shall be subject to all of the requirements stated herein.
f) All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the Town. At the option of the Town, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
g) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the Town, its' officers/officials, agents, employees and volunteers.
h) The insurer shall agree to waive all rights of subrogation against the Town, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
i) The Offeror shall furnish the Town certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
j) All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from Town's Risk Officer.
k) All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

54. **Payments to Sub-consultants:** Within seven days after receipt of amounts paid by the Town for work performed by a sub-consultant under this contract, the Consultant shall either:

1. Pay the Sub-consultant for the proportionate share of the total payment received from the Town attributable to the work performed by the Sub-consultant under this contract; or,
2. Notify the Town and Sub-consultant, in writing, of his intention to withhold all or a part of the Sub-Consultant's payment and the reason for non- payment.

The Consultant shall pay interest to the Sub-consultant on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Consultant tractor shall include in each of its subcontracts a provision requiring each Sub-consultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub-consultant.

The Consultant's obligation to pay an interest charge to a Sub-consultant pursuant to this provision may not be construed to be an obligation of the Town.

55. **Ownership of Documents**: Any reports, specifications, blueprints, negatives or other documents prepared by the Consultants in the performance of its obligations under the resulting contract shall be the exclusive property of Town, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Consultants shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all

Consultant's obligations under the resulting contract without the prior written consent of Town. Documents and materials developed by the Consultant under the resulting contract shall be the property of Town; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. The Town agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultants is not the firm of record.

56. **Default on Taxes:** The Town reserves the right to withhold payment to any consultant that is in arrears, or in default to the Town on any debt or Contract, or that has defaulted as a surety, or otherwise on any obligation to the Town.

57. **Contractual Disputes:** The Consultant shall give written notice to the Purchasing Officer of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

    The written claim shall be submitted to the Purchasing Officer no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Officer shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

    The Purchasing Officer's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Town Manager, or his designee. The Town Manager shall render a decision within sixty (60) days of receipt of the appeal.

58. **Responsibility for Making Corrections:** The Consultant shall, without additional costs or fee to the Town, correct or revise any errors or deficiencies in its performance, The Town's review, approval, or acceptance of, nor payment of any of the services required under the contract shall be deemed a waiver of rights by the Town as a result of the Engineer's negligent performance of any of the services furnished under the contract.

59. **Submissions:** All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the Town's Project Manager for each task in the format and number of copies as directed by the task statement of work.

    Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the Town's Project Manager.

SIGNATURE SHEET
(Submit with Proposal)

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

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Town and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Town of Smithfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Town.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.:_____

Telephone No._____ Fax No._____

Name (type/print):_____ Title: _____

Signature: _____

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
(RFP #20-001)

Name of Firm/Offeror: _____

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 the 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, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material 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 a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

EXCEPTIONS TO RFP
(RFP #20-001)

Name of Firm/Offeror: _____

Unless stated in this portion of the proposal, all Offerors will be considered to have accepted all the terms of the Request for Proposal (RFP), including all 'must's,' 'shall's', and 'should's,' and any amendments as issued, without exception.

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ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE TOWN OF SMITHFIELD HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

RUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE OFFEROR'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 OFFEROR'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 OFFEROR THAT THE OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER $10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBOFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A OFFEROR IN ACCORDANCE WITH THIS CHAPTER, 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.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.

2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:

   A. THE BIDDER, 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/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

   B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER 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 THE REQUIREMENTS OF THIS SECTION.

   D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER $10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBOFFEROR OR VENDOR.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name

Telephone Number: ( )	
Fax Phone Number: ( )	Title
FIN/SSN#:	

Is your firm a "minority" business? ☐ Yes ☐ No If yes, please indicate the "minority" classification below:

☐ African American ☐ Hispanic American ☐ American Indian ☐ Eskimo ☐ Asian American ☐ Aleut ☐ Other; Please Explain:_____

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of_____, 2020, by and between the Town of Smithfield, Virginia whose principal office is 310 Institute St, Smithfield, Virginia 23430, hereinafter called "OWNER", party of the first part, and _____, hereinafter referred to as "CONSULTANT", party of the second part.

The CONSULTANT did, on the _____day of _____, submit an offer to perform such services stipulated in accordance with the terms of terms and conditions included in RFP#20-001, Vehicle Maintenance Services.

It is mutually understood and agreed by the parties hereto that the Request for Proposals inviting Consultant s to make offers as published; the Conditions of original Contract (General, Special, Supplemental and other conditions as they may be titled); the General and Detailed Specifications; 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 CONSULTANT 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 apart hereof in strict compliance with the Contract Documents.

b. Periodic payments based on hours worked and allowable expenses as negotiated 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT and said work shall not be compensated by the Town.

d. CONSULTANT agrees to begin the work within ten (10) days of Notice to Proceed and that final completion shall be within twelve (12) to eighteen (18) months of Notice to Proceed.

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

OWNER: Town of Smithfield, Virginia

By: _____
Sanford B. Wanner, Interim Town Manager

ATTEST:

By: _____
Lesley G. King, Town Clerk

CONSULTANT:
_____

By: _____

ATTEST FOR CONSULTANT:

By: _____

Title: _____

Approved as to form:

_____
William H. Riddick, III, Town Attorney

EXHIBIT A
TOWN OF SMITHFIELD

INSURANCE REQUIREMENTS

The Consultant shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

A. Neither the Consultant nor any sub-Consultant shall commence work under this Contract until the Consultant has obtained and provided proof of the required insurance coverages to the Town, and such proof has been approved by the Town. The Consultant confirms to the Town that all sub-Consultant s have provided Consultant with proof of such insurance or will do so prior to commencing any work under this Contract.

B. Consultant, including all sub-Consultant s, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The Town and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Consultant shall immediately notify in writing the Town of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Consultant shall provide to the Town with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:

(1) The Town and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Consultant must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Consultant and any sub-Consultant s under this Contract.

OR

(2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Consultant under this Contract, to the Town and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Consultant and any sub-Consultant s under this Contract.

However, if B (1) or (2) cannot be provided, the Town's Attorney, in such Attorney's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Attorney deems acceptable.

C. The minimum insurance policies and/or coverages that shall be provided by the Consultant, including its sub-Consultant s, include the following:

(1) Commercial General Liability: $1,000,000.00

$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

$1,000,000.00 Products/Completed Operations Aggregate Limit.

$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

$1,000,000.00 each occurrence limit

(2) Automobile Liability: $1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

$100,000.00 Bodily Injury by Accident each occurrence

$500,000.00 Bodily Injury by Disease Policy Limit.

$100,000.00 Bodily Injury by Disease each employee.

(4) Errors and Omissions coverage in an amount of not less than $1,000,000 per occurrence and in the aggregate. Coverage may be written on an occurrence or claims made coverage form. However, if a claims made coverage form is used, coverage must remain in effect for a minimum of 3 years after the Consultant's work is concluded.

(5) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

(6) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Consultant 's and its sub-Consultant s' insurance company shall waive rights of subrogation against the Town and its officers, employees, agents, assigns, and volunteers.

(7) Consultant shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract.

D. Proof of Insurance Coverage:

(1) Consultant shall furnish the Town with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.

(2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the Town, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Consultant's insurance policies and/or coverages shall not contain any exclusions for the Consultant's sub-Consultant s.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Consultant for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant, and/or its sub-Consultant s, or their insurance carriers. The Town does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant 's interest or liabilities, but are merely minimums. The obligation of the Consultant, and its sub-Consultant s, to purchase insurance shall not in any way limit the obligations of the Consultant in the event that the Town or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the Town to seek any recovery against the