



Incorporated 1901

**REQUEST FOR PROPOSALS
Residential Trash Services**

ISSUE DATE: August 15, 2025
DUE DATE AND TIME: September 26, 2025 at 2:00 PM EST
CONTACT: Keli Reekes
Town Manager
Town of South Hill
kreekes@southhillva.org
Mailing: 211 S. Mecklenburg Avenue
South Hill, Virginia 23970
Physical: 111 E. Danville Street
South Hill, VA 23970

The Town of South Hill (the “Town”) is seeking proposals from qualified companies to provide residential refuse and recycling collection services for approximately 2,100 single-family homes, duplexes, townhouses, multi-family residences, and downtown commercial locations located within the Town’s corporate limits, as well as within a 0.5-mile radius beyond those limits, including any future developments in these areas. It is the Town’s intent to contract with one (1) successful vendor (hereafter the “Contractor”) that will provide these services to Town residents on behalf of the Town’s Department of Public Works.

All responses to this Request for Proposals and any resulting contract shall be consistent with and governed by the Virginia Public Procurement Act.

All proposals shall be turned in no later than 2:00 PM EST on Friday, September 26, 2025 to the Town of South Hill located temporarily at 111 E. Danville Street, South Hill, Virginia 23970. Whether mailing or hand-delivering, please note the addresses above. No proposals that are submitted by e-mail, phone, or facsimile shall be considered. Proposals received after the deadline shall be deemed non-responsive and returned unopened. It is the Offeror’s sole responsibility to ensure all information; including addendums, are complete and delivered on time. The Town reserves the right to reject any and all proposals and to waive informalities. If the Town closes its offices due to inclement weather, etc. scheduled receipt of proposals will be extended to the next business day, same time.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

I. Introduction to Request for Proposals.

The purpose of this Request for Proposal (RFP) is to contract with a highly qualified Contractor to provide the Town's existing residential solid waste services to approximately 2,100 households, which include weekly curbside collection of refuse, single-stream recyclables every other week (bi-weekly), and cart maintenance and management.

A. Summary Scope of Services

It is the intent of the Town to award a contract (hereafter the "Contract") to one (1) Contractor for solid waste services for a period of one (1) year. At the Town's sole discretion, the contract may be renewed for up to five (5) additional one-year renewal periods (option years). The residential solid waste services include:

1. Refuse Collection – Weekly curbside collection and transport of collected refuse to the Southside Regional Public Service Authority in Boydton, VA.
2. Recyclables Collection – Bi-weekly curbside collection of single-stream recyclables and transport of collected recyclables.
3. Cart Maintenance and Management – The Town has generally provided one trash and one recycling cart to each single family detached, townhome, and applicable condominiums in its service area. The Town has also provided trash and recycling carts to the downtown businesses where commercial collection is provided. Additional carts are provided at the request of the customer. Cart maintenance and management will require a contractor-provided request system and repairs to be made on the next available collection date after the request for repair services for all customers served under the Contract.

B. Competitive Sealed Negotiation.

This procurement shall utilize competitive sealed negotiation, pursuant to §§ 2.2-4302.2 and 2.2-4303.

C. Communications Prior to the Response Deadline.

Any communications pertaining to the scope of work, the specifications, the preparation or submittal of a proposal, and all other communications referred to this solicitation must be made in writing to the individual whose contact information is listed below. Such communication shall be made no later than seven (7) business days prior to the date set for the receipt of proposals. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for receipt of proposals.

C. J. Dean
Director of Municipal Services
Town of South Hill
cdean@southhillva.org

Mailing: 211 S. Mecklenburg Avenue
South Hill, Virginia 23970
Physical: 413 W. Main Street
South Hill, VA 23970

D. Revisions to the Request for Proposals.

Any revisions to the solicitation will be made only by addendum issued by the Contact listed above. Such revisions will be made in the form of an addendum and posted on the Town's website at www.southhillva.org. It shall be the responsibility of the prospective Contractor to monitor the website listed above for published addenda and to have all addenda signed by an authorized representative of the company.

II. Background Information and Program Design

A. Description of Service Area

The Town of South Hill, Virginia is located in Mecklenburg County, with a mix of residential neighborhoods, light commercial establishments, and public institutions. The Town spans approximately 6.31 square miles with around 756 people per square mile. The Town is fully developed with just under 51 miles of streets. The estimated population of the Town is 4,737.

B. Number of Households Served

Trash collection services are limited to residential units and downtown commercial establishments within the Town limits. Per the Town's code (Chapter 66 - Solid Waste), all garbage, refuse and recyclable materials set out for curbside collection in the Town shall be placed in containers of sizes and composition prescribed by the Town or its designated agent. The best estimate of households and commercial establishments that receive residential curbside collection service is approximately 2,100. This includes single-family homes and eligible multi-family units. The number of serviced accounts may increase or decrease based on residential growth, annexation, or changes in town service boundaries.

C. Waste Generation

The average residential solid waste generation rate in South Hill is estimated at approximately 35 tons per week. This includes general household refuse and limited yard debris.

D. Current Solid Waste Services

a. Collection Routes and Schedule

Residential trash collection occurs once per week in accordance with a scheduled weekday route system established by the current contractor. The Contractor will be required to determine their most efficient routing for each collection area. Collection days may shift due to holidays or inclement weather, with notice provided to affected customers.

b. Refuse and Single-Stream Recyclables Collection

Currently, residential refuse is collected curbside using 95-gallon rolling carts provided by the Contractor. All materials must be bagged and placed inside the cart. Recycling is collected bi-weekly and follows a single-stream format, allowing mixed recyclables (paper, plastic, aluminum, etc.) to be placed in a designated cart.

The collection of bulky waste and yard debris is not included in the contracted residential trash service. These services are performed directly by the Town of South Hill using municipal crews and equipment, on scheduled collection days or by resident request, depending on volume and need.

c. Cart Maintenance and Management

The Contractor is responsible for the provision, maintenance, and replacement of residential trash and recycling carts. Carts remain the property of the Contractor and are assigned to each residential address. Maintenance includes replacement of broken lids, wheels, or handles, as well as periodic cleaning or reassignment as necessary. New carts are delivered to newly occupied homes or in the event of damage or theft.

d. Customer Service and Missed Collections

The Contractor must provide a customer service representative(s) to handle customer calls to report missed or partial collection(s). The Contractor may also employ an online form to be utilized by residents to report missed, partial collections, cart damage, or any other concern or complaint with service. The Contractor is responsible for tracking, managing, responding to, and closing all customer calls for missed, partial collection(s) or complaint(s) requests accurately and in a timely fashion. The Contractor must use a request system that is accessible to the Town and must provide access for Town staff to enter requests, observe open and closed request, dates of request and resolution and any notes, photos or other documentation related to the request.

III. Evaluation & Selection Criteria.

Proposals will be evaluated based on the RFP and the criteria listed below.

- The business reputation, performance history, qualifications, ability, and experience of the Offeror in successfully providing the specific services requested in this solicitation. (25 points)
- The proposed approach and methodology to implement the scope of work and the likelihood of success. (30 points)
- The Offeror's demonstrated responsiveness and ability to provide customer education and outreach support and excellent customer service. (25 points)

- Cost for proposed services. (20 points)

TOTAL: 100 points

IV. Proposal Format.

The proposals are to be submitted in a format that allows uniform review and easy access to information by the evaluation committee. A table of contents shall be provided, and pages and exhibits numbered in an organized manner. All proposals shall provide a delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The items to be addressed in the proposal in the order listed are:

1. Cover Sheet
2. Completed Proposal Form
3. Description of Services to be Provided and Project Approach
4. Statement of Qualifications
5. Response Capability
6. Insurance
7. References
8. Other Supporting Data
9. Submission of Proprietary Information
10. Virginia State Corporation Commission Registration Information form

Section 1 – Cover Sheet

Included on the cover sheet shall be:

- a. The name of the firm and the location of the office that will have the responsibility for the services to be provided.
- b. The name, address, and phone number of a key representative who is knowledgeable about the proposal.
- c. The signature, in ink, of an officer or employee having the authority to bind the company by their signature. Signatures by anyone other than the president, vice president, or general partner should have accompanying documentation that the individual is empowered to bind the company or partnership.

Section 2 – Completed Proposal Form

Section 3 – Description of Services to be Provided and Project Approach

The Offeror should describe its understanding of the scope of services and how the firm proposes to conduct its work.

Section 4 – Qualifications and Experience of the Firm and Project Team

- a. Include the organizational chart, functional discipline, and responsibilities of the project team members.
- b. Provide concise resumes of each team member's education, relevant professional experience, length of time employed by the Offeror and/or subcontractor, and professional licensure. Describe professional staffing available for development, training, implementation, and support services. Additionally, the Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed subcontractors shall be provided. By proposing such firms or individuals, the Offeror assumes full liability for the subcontractor's performance. The Offeror shall state the amount of previous work experience with the subcontractor.
- c. Include a list of projects, which contain work similar or related to that called for in this solicitation and, at a minimum, include for each project listed the following: project name, brief project description, location of the office responsible for the project, budgeted cost, completed cost, year completed and actual completion date relative to scheduled completion date.

Section 5 – Response Capability

Give an overview of the workload priority to be assigned to this project and staffing available relative to the Offeror's ability to respond to Town.

Section 6 – Insurance

Insurance of the types and in the amounts set forth in the terms and conditions shall be purchased and maintained by the Offeror during the life of the Contract.

Section 7 – References

Give name, address, and telephone number of references for whom similar work has been performed. The Town may, at its discretion, contact these and other known references to discuss the past performance of the firm and project team.

Section 8 – Other Supporting Data

Other information you feel to be relevant to the selection of your firm for this Contract.

Section 9 – Virginia State Corporation Commission Registration Information

Section 10 – Submission of Proprietary Information (Submit Under Separate Cover)

Trade secrets or proprietary information submitted in a proposal shall not be subject to disclosure under the Virginia Freedom of Information Act. However, in order for this information to be protected from disclosure, the Offeror must specifically invoke the protections of Virginia Code § 2.2-4342 or other applicable statute, prior to or upon submission of the trade secrets or proprietary information. The Offeror must clearly identify any part of its proposal considered to

be protected as trade secret or as proprietary information and must state the reasons why protection is necessary. Offerors shall submit under separate cover any information considered proprietary and any copyrighted material. Separate cover means that proprietary information must be placed in a separate area of the proposal and be clearly identified as containing proprietary and/or copyrighted information.

- a. Any Offeror shall identify a trade secret or proprietary information by clearly stating “Trade Secret” or “Proprietary Information” adjacent to the particular information, and by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The Offeror shall state the reasons why protection is necessary on a separate page of the proposal.
- b. Any Offeror shall not identify as a trade secret or proprietary information those sections of the proposal that are material to the Town’s ultimate award of the contract.
- c. The Town reserves the right to contact an Offeror and to request that the Offeror explain or clarify why the Offeror identified certain information as a trade secret or as proprietary information.
- d. Any Offeror shall not identify as trade secret or proprietary information their complete proposal.

All information contained within the body of the proposal not under separate cover and labeled proprietary shall be public information in accordance with state statutes.

V. Submittal Instructions.

A. Each Offeror shall submit one (1) original and three (3) copies of their proposal. Each proposal shall be printed in English and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or e-mail shall be rejected.

B. An authorized representative of the Offeror shall sign proposals.

C. Proposals should clearly respond to the Scope of Services. All information requested in this solicitation should be submitted. Failure to submit all information requested may result in the proposal being deemed non-responsive. Proposals which are deemed non-responsive, incomplete, or lack key information may be rejected in full by the Town.

D. Proposals should be organized in the order delineated above in Section III.

E. All pages of the proposal should be numbered.

F. Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts, and other public records relating to the Town’s procurement transactions shall be open to the inspection of any citizen, or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). Proposals shall not be available for inspection by Offerors until interviews, if scheduled, are completed. After award, all proposals become a matter of public record and are available for inspection by the public, except those portions of the proposals that were properly

and timely identified as proprietary and/or copyrighted, and thus not subject to the Virginia Freedom of Information Act.

G. Any contact with any Town representative, other than that outlined above, concerning this RFP is ***prohibited***. Such unauthorized contact may disqualify an Offeror from this procurement.

H. The Town will assume no responsibility for oral instruction or interpretation. Any questions regarding the procurement solicitation shall be in writing.

I. Each Offeror shall be prepared, if so requested by the Town, to present evidence of their experience, qualifications and financial ability to carry out the terms of the Contract.

J. ALL PROPOSALS RECEIVED AFTER THE DUE DATE/TIME WILL NOT BE CONSIDERED AND SHALL BE RETURNED TO THE OFFEROR, UNOPENED. FAILURE TO COMPLETE FORMS AS REQUIRED MAY RESULT IN THE OFFEROR BEING DETERMINED “NON – RESPONSIVE.”

VI. Contract Award.

A. Negotiations

The Town shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. There may be repetitive informal interviews. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. During this discussion stage, the Town may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. At the conclusion of discussion, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Town shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Town can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the Town, an award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, the Town may award contracts to more than one qualified offeror.

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 and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

B. Award

The Town intends to enter into a contract for the services solicited under this RFP with a competent, responsive, responsible firm(s) after using the competitive sealed negotiating process as authorized by the Virginia Public Procurement Act, specifically including Virginia Code Sections 2.2-4301, 2.2-4302.2 and 2.2-4303.

Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Town will publicly post such notice at 111 E. Danville Street., South Hill, VA 23970 and also on the Town website (www.southhillva.org).

C. Term

The contract or contracts awarded will be limited to a term of one year, or the date on which cumulative total project fees reach the maximum authorized (\$10 million per year), whichever occurs first. However, each such contract may be renewable for three (3) additional one-year terms at the option of the Town.

D. Payment Terms

The cumulative total fees for all projects performed in a one-year contract shall not exceed \$10,000,000. The fee for any single project shall not exceed \$2,500,000.

Payment schedule and amounts will be negotiated and memorialized in the contract(s) issued following the award. The fair and reasonable prices as negotiated shall be used in determining the cost of each project performed.

VII. Termination.

The Town may terminate the contract for any reason upon sixty (60) days' notice and upon payment of any and all sums already earned under the contract and reasonable expenses incurred in reliance upon the contract.



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APPENDIX A

General Terms, Conditions and Instructions to Offerors

I. Instructions.

A. Competition Intended

It is the Town's intent that this solicitation permit competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the proposals.

B. Withdrawal

Requests for withdrawal of proposals after opening of such proposals but prior to award shall be transmitted to the Contact identified on the first page of the RFP, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Offeror work sheets, etc. If bid bonds were tendered with the bid, the Town may exercise its right of collection.

No Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Proposal of the same Offeror or of another Bidder/Offeror in which the ownership of the withdrawing Offeror is more than five percent. No Offeror who, is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

C. Errors

When an error is made in extending total prices, the unit bid price will govern. Erasures in proposals must be initialed by the Offeror. Carelessness in quoting prices, or in preparation of proposal otherwise, will not relieve the Offeror. Offerors are cautioned to recheck their proposals for possible error. Errors discovered after public opening cannot be corrected and the Offeror will be required to perform if his or her proposal is accepted.

D. Acceptance of Proposals

Unless otherwise specified, all formal proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

E. Debarment Status

By submitting their proposals, Offerors certify that they are not currently debarred from submitting proposals on contracts by the Town, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by the Town or any agency, public entity/locality or authority of the Commonwealth of Virginia.

F. Ethics in Public Contracting

The provisions contained in the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Town. By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of Title 18.2, the Virginia Public Procurement Act, Chapter 43 of Title 2.2 of the Code of Virginia, as amended.

II. General Terms and Conditions.

A. Assignment of Contract

The offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract or its rights, title or interest therein or its power to execute such contract or its rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the prior consent and approval in writing by the Town.

B. Collusion among Offerors

More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an offeror has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in such collusion may

not be considered in future proposals for the same work. Each offeror by submitting a proposal certifies that it is not a party to any collusive action.

C. Employment Discrimination by Offerors Prohibited

Pursuant to section 2.2-4311 of the VPPA, every contract in excess of \$10,000 shall include the following provisions:

1. During the performance of a contract, the offeror shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the offeror, that he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
2. The offeror will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

D. Insurance Requirements

The Contractor shall maintain the following insurance to protect it from claims that could arise from performance of the Obligations, including claims (i) under the Workmen's Compensation Act (ii) for personal injury, including death, and (iii) for damage to property, regardless of whether such claims arise out of Contractor's actions or inactions, or those of Contractor's subcontractor or other persons directly or indirectly employed by either of them:

1. Worker's Compensation and Employer's Liability. Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting Contractor's Obligations are to be performed. Such insurance shall not have a limit of liability less than the following:
 - a. Bodily Injury by accident, \$500,000 for each accident;
 - b. Bodily Injury by disease, \$500,000 policy limit;
 - c. Bodily Injury by disease, \$500,000 for each employee.
2. Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property

damage, independent Contractor, and personal injury insurance in support of section 10 of this Agreement entitled “Indemnification”. This policy shall be endorsed to include the Town as an additional insured during the Contract Period and shall state that this insurance is primary insurance as regards any other insurance carried by the Town. Contractor shall procure and maintain Public Liability Insurance in an amount not less than:

- a. \$1,000,000 for each occurrence involving bodily injury;
- b. \$1,000,000 for each occurrence involving property damage;
- c. \$2,000,000 aggregate limits.

3. Comprehensive Automobile Liability. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Contractor, with the following limits:

- a. \$1,000,000 for each occurrence involving personal injury;
- b. \$1,000,000 for each occurrence involving property damage;
- c. \$2,000,000 aggregate limits.

4. The Contractor shall purchase and maintain insurance coverage in a sufficient amount to cover all potential claims on his tools, equipment and machinery.

The Town reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

All insurance policies required under this paragraph, or otherwise required by the Solicitation or Contract Documents, shall include a clause waiving any and all subrogation rights against the Town.

Insurance policies shall provide for notification to the Town of non-payment of any premium and shall give the Town the right to make the premium payment thereunder within a reasonable time, if the insurance policy is in danger of lapsing during the Contract Period. Any premium payments made by the Town shall be deducted from amounts due Contractor under the Contract.

E. Licenses and Permits

The successful offeror shall pay all town, county, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied.

F. Ownership of Documents

The offeror agrees that all information, finished or unfinished documents, data, studies, surveys, drawings, maps, specifications, models, photographs, records, reports and other material gathered and/or prepared by or for it under the terms of the contract shall, at the Town's option, be delivered to, become, and remain the property of the Town's. The Town shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation the offeror.

G. Payment to Contractors

In accordance with the VPPA, Section 2.2-4354, the offeror agrees that should any subcontractor be employed by the offeror to provide any goods or services under this contract, the offeror agrees to the following:

1. The offeror shall within seven (7) days after receipt of any payments from the Town pursuant to the contract, either:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the goods or services provided by the subcontractor; or
 - b. Notify the Town and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The offeror shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the Town for goods or services provided under this contract, except for amounts withheld under subparagraph 1.b above.
3. The offeror shall 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.
4. The offeror's obligation to pay an interest charge to a subcontractor shall not be an obligation of the Town.
5. No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.
6. The offeror shall provide, in the RFP submission, its social security number if an individual or its federal employer identification number if a proprietorship, partnership or corporation.

H. Relation to Town

It is the intent of the parties hereto that the successful offeror shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Town and that these bodies shall be at no time legally responsible for any negligence on the part of said successful offeror, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

I. Drug-Free Workplace

During the performance of work done in connection with a specified contract awarded to an offeror in accordance with the VPPA, the offeror agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the 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 clauses in every subcontract or purchase order exceeding \$10,000 in value, so that the provisions will be binding upon each Subcontractor or vendor.

For the purposes of this paragraph, “*drug-free workplace*” means a site for the performance of work done in connection with a specified contract awarded to an offeror in accordance with the VPPA, 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.

APPENDIX B
Proposal Form

In compliance with this Request for Proposals and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon in writing by subsequent negotiation.

CONTRACT EXECUTION: The Town reserves the right to accept or reject any or all proposals or and waive any informalities it determines are in its best interest.

State Corporation Commission ID Number: _____

NAME AND ADDRESS OF FIRM:

DATE: _____

BY: _____
(Signature in Ink)

NAME/TITLE: _____

PHONE/E-MAIL/FAX: _____

EVA Vendor ID or DUNS#: _____

Acknowledgment of Addenda:

No. 1, Date _____ Signature _____

No. 2, Date _____ Signature _____

No. 3, Date _____ Signature _____

RETURN PROPOSAL FORM TO THE TOWN OF SOUTH HILL.
SIGN CERTIFICATION ABOVE.

APPENDIX C
Virginia State Corporation Commission (“SCC”) Registration Information

The undersigned Offeror:

☐ is a corporation or other business entity with the following SCC identification number:
_____ -OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Town reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Offeror

Date

By: _____

Print: _____

Title: _____