



Incorporated 1901

**REQUEST FOR PROPOSALS**  
**Engineering Services**  
**South Hill Hwy 1 Sewer Expansion Project**

**ISSUE DATE:** April 29, 2026

**DUE DATE AND TIME:** May 27, 2026 at 2:00 PM EST

**CONTACT:** Sangi Cooper  
Senior Community Planner  
Southside Planning District Commission  
Email: [scooper@southsidepdc.org](mailto:scooper@southsidepdc.org)  
Mailing & Physical: 200 S. Mecklenburg Avenue  
South Hill, Virginia 23970

The Town of South Hill, Virginia (the “Town”), is requesting sealed proposals from qualified consultants (“Offeror”) to provide engineering and design services for the Hwy 1 Sewer Expansion Project.

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 Wednesday, May 27, 2026, by email to [scooper@southsidepdc.org](mailto:scooper@southsidepdc.org). Proposals should be labeled: **South Hill Hwy 1 Sewer Expansion Project**. 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, 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. General**

**A. Background**

The Town of South Hill, Virginia is located in Mecklenburg County in southern Virginia, near the North Carolina state line, and serves as a regional hub for commerce, healthcare, and tourism. The Town spans approximately 9.85 square miles and has a population of

approximately 4,920 residents. South Hill is strategically situated along Interstate 85 and U.S. Route 58, providing key access for residents, visitors, and travelers.

The Town of South Hill is seeking design and engineering services to extend its existing sewer infrastructure along the Route 1 North corridor. Currently, the Town's sewer infrastructure only serves 5,000 feet of Route 1 North, leaving 6,000 feet unserved. The unserved segment is a vital corridor for residential and commercial development. The lack of infrastructure limits business development, expansion, and economic growth. Additionally, existing businesses are depending on aging septic systems creating potential environmental and public health issues that can be mitigated through municipal sewer infrastructure. The proposed activities for this project are for pre-development activities to develop a 'shovel-ready' project that will be competitive for state construction funding.

## **B. Scope of Services (“Work”)**

The selected Proposer shall perform the Work in a professional and satisfactory manner and shall, at a minimum, provide the following services:

### **Route Planning / Right-of-Way Investigation:**

Route planning will detail the exact path and engineering parameters of the sewer infrastructure. It will be completed in cooperation with the Virginia Department of Transportation (VDOT). The Town will not be acquiring easements as part of this planning efforts.

### **Development of Full Engineering and Design Plans:**

As part of the initial route planning, full engineering and design plans will be completed with a construction cost estimate allowing for a comprehensive construction bid package to be developed. Engineering and design will include all services necessary for the successful execution of the project, including consultations, surveys, soil investigations, submission of plans and specifications to appropriate permit agencies, and incidental costs. **The deliverable from the engineer will be a bid ready package.**

**South Hill may negotiate with the engineering firm selected to also complete engineering/design services, bidding assistance, construction administration, and inspection services in a future construction phase.**

### **Under § 2.2-4302.2.B. of the Virginia Public Procurement Act:**

Multiphase professional services contracts satisfactory and advantageous to the completion of large, phased, or long-term projects may be negotiated and awarded based on a fair and reasonable price for the first phase only, where the completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to entering into any such contract, the public body shall (i) state the anticipated intended total scope of the project and (ii) determine in writing that the nature of the work is such that the best interests of the public body require awarding the contract.

### **Scope of Services: Construction Phase:**

a. Construction Administration: Oversee the overall construction process and ensure compliance with project specifications, codes, and regulations. - Act as the primary point of contact between South Hill and the contractors. Coordinate with local authorities, state and federal agency(ies), and utility companies to obtain necessary permits and approvals.

b. Project Management: Develop a comprehensive project plan with detailed timelines, milestones, and deliverables. Allocate and manage resources effectively to ensure the project stays on schedule and within budget. Regularly communicate project progress, updates, and issues to the Town.

c. Inspection Services: Conduct regular inspections of construction sites to ensure work quality and adherence to safety standards. Provide detailed reports on construction progress, identifying any potential issues and recommending corrective actions. Verify that all installations comply with relevant industry standards and project specifications. Provide as-builts upon completion of work.

## II. Proposal Selection Criteria

Proposals will be evaluated using the following criteria:

- Firm experience and qualifications with similar projects – 35 points
- Demonstrated understanding of the Town’s goals and scope of work – 25 points
- Project approach, methodology, and ability to meet schedule – 20 points
- Responsiveness and completeness of proposal – 20 points

Total: 100 points

## III. Grant and Funding Language

The Town has been awarded a Southeast Crescent Regional Commission grant to perform planning activities. The selected Proposer shall comply with all applicable federal, state, and grant-related requirements, as applicable, and shall provide documentation suitable for grant reporting and reimbursement, if required.

While SCRC is quasi-federal, an Environmental Review is not required at this time.

## IV. Payment Terms

The Town of South Hill processes invoices on a bi-monthly basis, at the least. All properly documented invoices, at a minimum, must contain the following information: legal name of the provider and all contact information; the applicable services provided; and specific service dates.

## V. Competitive Sealed Negotiation.

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

## VI. 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 three (3) business days prior to the date set for the receipt of proposals. Notifications regarding specifications may not be considered if received in less than three (3) business days of the date set for receipt of proposals.

**Sangi Cooper  
Senior Community Planner  
Southside Planning District Commission  
Email: [scooper@southsidepdc.org](mailto:scooper@southsidepdc.org)  
Mailing & Physical: 200 S. Mecklenburg Avenue  
South Hill, Virginia 23970**

### **VII. 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 emailed to respondents who have requested a copy of the RFP. It shall be the responsibility of the prospective firm to monitor their email for published addenda and to have all addenda signed by an authorized representative of the company.

### **VIII. 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 (APPENDIX B)**

**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 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. 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 clients, which request work similar or related to that called for in this solicitation and, at a minimum, include for each client listed the following: client name, brief project scope, location of the office responsible for the client, budgeted cost, and years served.

**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 (APPENDIX C)**

**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.

**IX. 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. In addition, each Offeror shall provide one electronic copy on a flash drive. 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 question 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."**

## **X. Contract Award.**

### **A. Negotiations**

The Town may 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. Repetitive informal interviews may occur. The offerors may be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors may be informed of any ranking criteria that will be used by the Town in addition to the review of the professional competence of the offeror.

The Town shall not request that offerors furnish estimates of man-hours or cost for services. At the 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. In accordance with §2.2-4342, proprietary information from competing offerors shall not be disclosed to the public or to competitors.

The Town may not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to §2.2-1132, until after the qualified offerors are ranked for negotiations. At the conclusion of

discussion, on the basis of evaluation factors in this 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 public body, the 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.

**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 negotiation process as authorized by the Virginia Public Procurement Act, specifically including Virginia Code Sections 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 211 S. Mecklenburg Ave., South Hill, VA 23970 and also on the Town website ([www.southhillva.org](http://www.southhillva.org)).

**C. Term**

The contract or contracts awarded will be limited to a term of one year, However, each such contract may be renewable for three (3) additional one-year terms at the option of the Town.

**D. Payment Terms**

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.

**XI. Termination.**

The Town may terminate the contract for any reason upon ten (10) days' notice and upon payment of any and all sums already earned under the contract and reasonable expenses incurred in reliance upon the contract.



Incorporated 1901

**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 Virginia Code § 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 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: \_\_\_\_\_