

**INVITATION FOR BIDS  
TOWN OF BERRYVILLE  
PAVING, MILLING, AND LINE STRIPING**

Issue Date: April 15, 2020

IFB# 2020-03

Title: Paving, Milling, and Line Striping

Where Work Will Be Performed: Within the Corporate Limits of the Town of Berryville

Period of Contract: Fiscal Year 2020; Work to Be Completed Prior To July 1, 2020

BIDDERS MUST COMPLETE AND RETURN THIS COVER SHEET WITH BID. Sealed Bids Will Be Received until 10:00 a.m. (EST) on Friday, May 1, 2020. The bid must be clearly labeled "Paving, Milling, and Line Striping #2020-03".

BIDS MUST EITHER BE MAILED OR HAND DELIVERED TO:

Heather DeHaven, Finance Clerk  
Town of Berryville  
101 Chalmers Court, Suite A  
Berryville, VA 22611

All Inquiries must be directed to Heather DeHaven at [financeclerk@berryvilleva.gov](mailto:financeclerk@berryvilleva.gov).

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

_____	Authorized Signature: _____
_____	Print Name: _____
_____	Title: _____
_____ Zip Code: _____	Date: _____
Federal Id #: _____	Telephone: (     ) _____
Email: _____	Fax: (     ) _____

**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. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.**

**PURPOSE:** The Purpose and Intent of this Invitation for Bid (hereafter referred to as “IFB”) is to establish a firm fixed price contract with a qualified Contractor available to perform paving, milling, and line striping related to known projects at various Town locations as listed on ***Bid Proposal Form Scope of Work*** of this IFB.

**SCOPE OF WORK:** See ***Bid Proposal Form Scope of Work***.

The Town of Berryville (hereafter referred to as “Town”) requests pricing for the following streets: Tyson Drive, Hermitage Boulevard, East Fairfax Street, Stayman Drive, Blossom Drive, Cobbler Drive, Page Street, Academy Street Extended, Lincoln Avenue, Lindsay Court, and Isaac Court. The Town also seeks unit pricing for work not yet identified.

The award of this solicitation does not guarantee or infer that all of the above referenced streets will be completed, only work at the direction of the Town, in writing, shall be completed. The Town reserves the right to remove streets from the scope of work. The Town reserves the right to request additional work and unit pricing shall govern.

**Work Hours:** All work shall be performed between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday. No work will be permitted on Saturday, Sundays or holidays unless approved in advance by the Town.

The Contractor shall obtain and pay for all applicable permits prior to beginning any work.

The Contractor shall obtain a Town Business License as required by Town Code.

The Contractor shall request all applicable inspections as required by local, state and/or federal codes and regulations.

The Contractor shall not act on requests or take direction from anyone except the Director of Public Works (hereafter referred to as “Director”) or designee.

The Contractor is responsible for notifying “Miss Utility” 48 hours prior to digging and must provide a copy of the ticket to the Director. Site conditions may dictate the need for marking of any Town “Locally Owned” utilities or irrigation systems. It is the responsibility of the Contractor to notify the Town Director or designee, ahead of any work performed, that this coordination and locating service is necessary.

Contractor shall provide all necessary parts, labor, tools, materials, equipment, transportation, supervision, resources, and incidentals as may be required in accordance with the Virginia OSHA Standards and the most current editions of the Virginia Department of Highways and Transportation (VDOT) Road and Bridge specifications. Visit <http://www.virginiadot.org/business/const/spec-default.asp> for Road and Bridge Specifications and Revisions.

The Contractor must provide all necessary labor and equipment to meet certified VDOT work zone requirements when working in but not limited to VDOT Right of Way, Town Right of Way, and Town owned parking lots, and roadways to safely direct traffic (both vehicular and pedestrian) around the work areas.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this project. All necessary precautions shall be taken: to prevent injury to the Contractor’s employees and other persons who may be affected by the project; to prevent damage to or loss of materials or equipment incorporated into the project; and to protect this and other property at or adjacent to the site.

The Contractor shall perform all specified work using properly trained, skilled, bonded, and licensed individuals supervised by the Contractor. The Contractor shall be licensed and bonded in the Commonwealth of Virginia and shall have a minimum of five (5) years’ experience.

The Contractor shall maintain an adequate supply of manpower and equipment to complete the project in a safe and timely manner. If subcontractors are to be utilized, they must meet the same qualifications and adhere to the same standards as the Contractor. The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Contractor. The Contractor agrees that they are as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.

The Contractor shall provide adequate protection for all structures at the site. Any damage to Town owned facilities by the Contractor shall be repaired or replaced at the Contractor's expense and to the complete satisfaction of the Town.

Contractor shall make the areas safe at the end of each work shift.

Contractor shall remove and transport any removed asphalt to a Contractor provided dumpsite upon removal. No removed asphalt shall be stock piled.

Off-street parking control, the Contractor will provide and post "No Parking" signs in appropriate locations as approved by the Director and deliver notices to individual residences regarding parking restrictions 48 hours prior to commencement of work. The content of notices delivered to residences will be approved by the Director. The manner of delivery and placement of notices at residences will be approved by the Director.

Contractor shall provide their own source of water and means to transport and distribute.

Contractor shall be responsible for all third-party testing. Should the Director require a compaction test, the Contractor shall be responsible.

After the completion of the project, all property including but not limited to, roads, drives, paths, parking lots, easements and lawns damaged by the Contractor's actions shall be restored to the same condition or better at the time of the Notice to Proceed. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or substandard conditions.

Warranty: All work provided under this contract shall have, as a minimum, one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes as may amount to fraud.

Should a bidder find discrepancies in or omissions from the various documents, or should they be in doubt as to their explicit meanings, they shall notify Heather DeHaven, Finance Clerk, via e-mail at [financeclerk@berryvilleva.gov](mailto:financeclerk@berryvilleva.gov).

Prospective bidders are requested to submit questions no later than 1:00 p.m. (EST) on Monday, April 20, 2020, to Heather DeHaven, Finance Clerk, via e-mail at [financeclerk@berryvilleva.gov](mailto:financeclerk@berryvilleva.gov).

To ensure fair consideration for all bidders, any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed bidder. Such addendums, if issued, will be posted by 5:00 p.m. (EST) on Tuesday, April 21, 2020, at the addresses listed below:

Town website: [berryvilleva.gov/2211/Bid-Procurement-Opportunities](http://berryvilleva.gov/2211/Bid-Procurement-Opportunities)  
State Procurement website (eVA): [eva.virginia.gov](http://eva.virginia.gov)

Please note, that it is the bidders' responsibility to check these sites frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to sign and return

an Addendum with your response may result in disqualification of award. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the Town.

**INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the Town of Berryville, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

**CANCELLATION OF CONTRACT:** The Town reserves the right to cancel and terminate any resulting contract, in part or in whole without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

The Town reserves the right to waive any informality in or to reject any or all bids, or to delete portions of bids, which in its sole and absolute judgment are responsive to the bid documents and will under all circumstances best serve the Town's interest.

**NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Town reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds allocated to the Town whenever such low bid exceeds the Town's allocated funds. For the purpose of determining when such negotiations may take place, the term "allocated funds" shall mean those funds which were budgeted by the Town for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town may initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the allocated funds and that the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.

**BID, PERFORMANCE & PAYMENT BONDS:** Each bid must be accompanied by a bid bond in the form of a cashier's check or checks payable to the Town of Berryville, Virginia in an amount of at least five percent of the total bid, or a bid bond in like amount, as a guarantee that if the Bid is accepted, the Bidder will execute a Contract Agreement for the work and furnish a construction performance bond in the full amount of the bid and a construction payment bond of 100 percent of the total bid, within ten (10) consecutive calendar days following receipt of the Notice of Award.

**SUBMISSION OF BID:** All bids must be sealed and labeled on the outside of a sealed container to show the following.

PAVING, MILLING, and LINE STRIPING IFB #2020-03  
Name and address of Offeror  
Closing Date Friday, May 1, 2020 at 10 a.m. (EST)

All bids are to be addressed and delivered by the date and time specified to:

Heather DeHaven, Finance Clerk  
Town of Berryville  
101 Chalmers Court, Suite A  
Berryville, VA 22611

The bidder assumes full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will not be considered. It is the responsibility of the bidder to assure that their bid is delivered to the place designated for receipt of bids and prior to the time set

for receipt of bids. Bids received after the time designated for receipt of bids will be marked late and will not be considered.

All bids will be publicly opened after the time set for receipt of bids and read aloud in the Main Meeting Room, Second Floor, of the Berryville-Clarke County Government Center, at the same address. Bid opening will begin at 10:10 a.m. (EST).

No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.

Bids shall be made on the Bid Proposal forms Scope of Work and Proposal Cover with all items completely filled out.

A bid that is qualified by the bidder by the attachment of unsolicited terms or conditions under which the bid is to be considered may be subject to rejection.

Before submitting a bid, the bidder shall carefully examine the Specifications and other Contract Documents, visit the site of the work and fully inform himself by such means as he may think necessary or desirable as to all existing conditions and limitations.

**BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**CONTRACT TERM:** The contract term shall be effective from the date of contract award until the Scope of Work has been completed.

**BID EVALUATION AND AWARD PROCEDURE:** Award will be made to the lowest responsive and responsible bidder, based on Grand Total of Scope of Work. Bidders must comply with all provisions of the Invitation for Bid, and award will be made provided the bid prices are reasonable and in the best interest of the Town.

Bids will not be accepted from, nor contracts awarded to, any person, firm or corporation that is in arrears to the Town, or that is not fully qualified or able to perform the work.

Each bidder must satisfy the Director and the Town as to the suitability and adequacy of his equipment and as to his practical ability to perform the work set forth in these Contract Documents within the specified time.

Bidders may be required to submit satisfactory evidence that they have the necessary financial resources to complete the proposed work.

Any bidder may withdraw his bid by written request, at any time before the scheduled closing time for receipt of the bids.

**AGREEMENT:** The bidder recommended for award will be required to complete a two-party standard form of agreement (Contract).

The successful bidder shall execute the formal contract agreement and furnish a construction performance bond and a construction payment bond satisfactory to the Town within ten (10) business days, Saturdays, Sundays and holidays excluded, from and including the date of receipt of the Notice of Award. Failure to do so will be an adequate and just cause of annulment or cancellation of the award, and in such case, the bid bond or bid guarantee will become the property of the Town.

**METHOD OF PAYMENT:** In accordance of General Terms and Conditions - Invitations for Bids, payment in the form of a check will be issued within thirty days of receipt of an approved invoice.

PRICING SCHEDULE: The following is a schedule of the units of measure used in the Scope of Work of this solicitation.

SY = Square Yard    LF = Linear Feet    EA= Each    CY = Cubic Yard    TN = Ton    HR = Hour

Total amounts are to be indicated on the bid form, based on the quantities indicated and the unit prices bid. The quantities shown on the bid form are approximations and are for comparing bids.

Each bidder shall include in the prices in his bid, the cost of all work and materials necessary to complete the project indicated in the Contract Documents, performed in full compliance with the specification requirements.

ATTACHMENTS:

- Bid Proposal Form Scope of Work
- General Terms and Conditions - IFB
- W-9: Identification Number and Certification
- Town's Vendor Registration/Update form
- Contractor Registration
- Bidder's Check List
- Bid Bond Form

CONTRACTOR REGISTRATION

If a contract for construction, removal, repair or improvement of a building or other real property is:

- for \$120,000 or more,
- or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$750,000 or more,

The bidder/offeror is required under Title 54.1- 1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR".

If such a contract is:

- for \$10,000 or more but less than \$120,000,
- or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more,

The bidder is required to be licensed as a "CLASS B CONTRACTOR".

If such a contract is:

- over \$1,000 but less than \$10,000,
- or if the Contractor does less than \$150,000 in business in a 12-month period,

The bidder is required to be licensed as a "CLASS C CONTRACTOR".

The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning Contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting their Contractor license number:

Licensed Class A Virginia Contractor No. Specialty: \_\_\_\_\_.

Licensed Class B Virginia Contractor No. Specialty: \_\_\_\_\_.

Licensed Class C Virginia Contractor No. Specialty: \_\_\_\_\_.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: \_\_\_\_\_.

License # \_\_\_\_\_ Type: \_\_\_\_\_.

Subcontractor Name: \_\_\_\_\_.

License # \_\_\_\_\_ Type: \_\_\_\_\_.

BIDDER'S CHECK LIST

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out with your bid.

Before sending in your bid, please make sure you have completed all of the following:

\_\_\_\_\_ Enclose two (2) sets of the Bid form (one marked original and one copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

\_\_\_\_\_ Bid Forms must be complete and have an original signature, preferably signed in blue ink.

\_\_\_\_\_ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If FedEx or UPS, please keep bid in a separate sealed envelope when placing it in the packaging.

\_\_\_\_\_ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

\_\_\_\_\_ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

FORMS

\_\_\_\_\_ Cover (First Page) of Invitation For Bid

\_\_\_\_\_ Bid Proposal Form Scope of Work

\_\_\_\_\_ Town of Berryville Vendor Registration/Update form

\_\_\_\_\_ W-9

\_\_\_\_\_ Certificate of Insurance

\_\_\_\_\_ Bid Bond

\_\_\_\_\_ Contractor License



BID BOND

KNOW ALL PERSON BY THESE PRESENTS, that \_\_\_\_\_ of \_\_\_\_\_ (hereafter designated as "Bidder"), is submitting herewith to Town of Berryville, Virginia (hereafter designated as "Town") a bid, in accordance with the Scope of Work for Paving, Milling, and Line Striping.

NOW THEREFORE, Bidder is organized and existing under by virtue of the law of the State/Commonwealth of \_\_\_\_\_, and authorized to transact business within the State of Virginia, as Surety, hereinafter called the "Surety", are held and firmly bound unto the Town in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted the accompanying bid dated \_\_\_\_\_, 2020 for the Town Paving, Milling, and Line Striping Project.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Town accepts the Bidder's bid, the Bidder shall, within the period specified therefore, complete the formal contract agreement and furnish the required contract performance bond and contract payment bond as provided in the Contract Documents, upon acceptance of said bid by the Town, or if the Town shall have failed to accept said bid within 30 days of the opening of the bid for this work, then this obligation shall be void and of no effect, but otherwise shall remain in full force and effect.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this \_\_\_\_\_ date of \_\_\_\_\_, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

ATTEST: Principal \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Corporate Secretary

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Corporate Seal) Principal \_\_\_\_\_

# INVITATION FOR BID - PAVING, MILLING, AND LINE STRIPING

## Bid Proposal Form - Scope of Work

### ***Tyson Drive - From Hermitage Blvd. To End Of Pavement***

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	4; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	4,000 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	2,000 LF Approximate length; bidders to verify.		
Width of Road Varies	27 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	4; various lengths; bidder to verify.		
<b>Tyson Drive - From Hermitage Blvd. To End Of Pavement - Total</b>			<b>\$</b>

### ***Hermitage Blvd. - From South Church St. to South Buckmarsh St.***

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	2; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	800 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	400 LF Approximate length; bidders to verify.		
Width of Road Varies	36 LF Approximate width; bidder to verify.		
Double Yellow Line Striping	140 LF Approximate length; VDOT approved paint; bidder to verify.		
White Line Striping	80 LF Approximate length; VDOT approved paint; bidder to verify.		
Left Turn Arrow (Thermos Burn Down)	1		
Combo Straight Right Turn Arrow (Thermos Burn Down)	1		
Cross Walk (Thermos Burn Down)	2; various lengths		
Stop Bars (Thermos Burn Down)	2; various lengths		
<b>Hermitage Blvd. - From South Church St. to South Buckmarsh St. - Total</b>			<b>\$</b>

**East Fairfax Street - From First St. to Page St.**

<u>Item Description</u>	<u>Estimated Qty / Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
Mill Tie-in Joints	5; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	2,200 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	1,100 LF Approximate length; bidders to verify.		
Width of Road Varies	32 LF Approximate width; bidder to verify.		
Double Yellow Line Striping	90 LF Approximate length; VDOT approved paint; bidder to verify.		
Left Turn Arrow (Thermos Burn Down)	1		
Right Turn Arrow (Thermos Burn Down)	1		
Stop Bars (Thermos Burn Down)	3; various lengths; bidder to verify.		
<b>East Fairfax Street - From First St. to Page St. - Total</b>			<b>\$</b>

**Stayman Drive - From Page St. to Cobbler Dr.**

<u>Item Description</u>	<u>Estimated Qty / Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
Mill Tie-in Joints	2; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	560 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	280 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	2; various lengths; bidder to verify.		
<b>Stayman Drive - From Page St. to Cobbler Dr. - Total</b>			<b>\$</b>

**Stayman Drive - From Cobbler Dr. to Blossom Dr.**

<u>Item Description</u>	<u>Estimated Qty / Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
Mill Tie-in Joints	2; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	640 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	320 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	2; various lengths; bidder to verify.		
<b>Stayman Drive - From Cobbler Dr. to Blossom Dr. - Total</b>			<b>\$</b>

***Blossom Drive - From East Fairfax St. to Cul-De-Sac***

<u>Item Description</u>	<u>Estimated Qty / Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
Mill Tie-in Joints	1; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	2,060 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	1,030 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	1; various lengths; bidder to verify.		
<b>Blossom Drive - From East Fairfax St. to Cul-De-Sac - Total</b>			<b>\$</b>

***Cobbler Drive - From East Fairfax St. to Cul-De-Sac***

<u>Item Description</u>	<u>Estimated Qty / Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
Mill Tie-in Joints	1; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	2,300 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	1,150 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	1; various lengths; bidder to verify.		
<b>Cobbler Drive - From East Fairfax St. to Cul-De-Sac - Total</b>			<b>\$</b>

***Page Street - From East Fairfax St. to Cul-De-Sac***

<u>Item Description</u>	<u>Estimated Qty / Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
Mill Tie-in Joints	1; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	3,240 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	1,710 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	1; various lengths; bidder to verify.		
<b>Page Street - From East Fairfax St. to Cul-De-Sac - Total</b>			<b>\$</b>

**Academy Street Extended**

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	7; various lengths marked with white paint; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	370 LF Approximate length; bidders to verify.		
Width of Road Varies	19 LF Approximate width; bidder to verify.		
Stop Bars (Thermos Burn Down)	1; various lengths; bidder to verify.		
Stone Shoulders (21B)	740 LF Approx. Length; 1 Foot Approx. width, bidder to verify.		
<b>Academy Street Extended - Total</b>			<b>\$</b>

**Tyson Drive - From Hermitage Blvd. to Lincoln Ave.**

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	2; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	540 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	270 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
Double Yellow Line Striping	270 LF Approximate length; VDOT approved paint; bidder to verify.		
"SCHOOL" Lettering (Thermos Burn Down)	Match existing; bidder to verify.		
Cross Walk (Thermos Burn Down)	2; various lengths; bidder to verify.		
Stop Bars (Thermos Burn Down)	2; various lengths; bidder to verify.		
<b>Tyson Drive - From Hermitage Blvd. to Lincoln Ave. - Total</b>			<b>\$</b>

**Lincoln Avenue - From School Entrance to End of Pavement**

Item Description	Estimated Qty / Unit of Measure	Unit Price	Amount
Mill Tie-in Joints	1; various lengths marked with white paint; bidder to verify.		
Mill Curb Relief	360 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	180 LF Approximate length; bidders to verify.		
Width of Road Varies	40 LF Approximate width; bidder to verify.		
Double Yellow Line Striping	80 LF Approximate length; VDOT approved paint; bidder to verify.		
Cross Walk (Thermos Burn Down)	1; various lengths; bidder to verify.		
<b>Lincoln Avenue - From School Entrance to End of Pavement - Total</b>			<b>\$</b>

**Lindsay Court**

<u>Item Description</u>	<u>Estimated Qty / Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
Mill Curb Relief	1,600 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	580 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
<b>Lindsay Court - Total</b>			<b>\$</b>

**Isaac Court**

<u>Item Description</u>	<u>Estimated Qty / Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
Mill Curb Relief	960 LF Approximate length; bidder to verify.		
Apply 1.5 inches of SM 9.5 AL	480 LF Approximate length; bidders to verify.		
Width of Road Varies	26 LF Approximate width; bidder to verify.		
<b>Isaac Court - Total</b>			<b>\$</b>

**Unit Pricing**

<u>Item Description</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Amount</u>
Mill Tie-in Joints	1 Linear Foot		
Mill Curb Relief	1 Linear Foot		
Apply 1.5 inches of SM 9.5AL	1 Linear Foot		
Apply 2 inches of SM 9.5AL	1 Linear Foot		
Double Yellow Line Striping	1 Linear Foot; VDOT Approved Paint		
White Line Striping	1 Linear Foot; VDOT Approved Paint		
"SCHOOL" Lettering (Thermos Burn Down)	Match Existing; VDOT Approved Paint		
Left Turn Arrow (Thermos Burn Down)	Each		
Right Turn Arrow (Thermos Burn Down)	Each		
Straight Arrow (Thermos Burn Down)	Each		
Combo Straight Right Turn Arrow (Thermos Burn Down)	Each		
Stop Bars (Thermos Burn Down)	1 Linear Foot; Thermo burn down application.		
Stone Shoulders (21B)	1 Cubic Foot		
Cross Walks (Thermos Burn Down)	1 Linear Foot; Thermo burn down application.		
<b>Unit Pricing - Total</b>			<b>\$</b>

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**GRAND TOTAL - SCOPE OF WORK    \$**

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In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed bid or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm: \_\_\_\_\_

Authorized Representative (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Town of Berryville

## General Terms and Conditions – Invitations for Bids

These General Terms and Conditions are required for use in written solicitations issued by the Town for procurements.

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Town of Berryville 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).

Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

During the performance of this contract, the contractor agrees as follows:

- A) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**EMPLOYMENT DISCRIMINATION PROHIBITED:** Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

During the performance of this contract, the contractor agrees as follows:

- A) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.



- C) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

**DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Town of Berryville from submitting bids 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.

**MANDATORY USE OF TOWN TERMS AND CONDITIONS FOR IFBs:** Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Town may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

**BILL PAYMENT POLICY:** The Town Treasurer shall make payment in full (unless an alternate payment plan has been agreed upon) for all goods delivered or services rendered within thirty days of receipt of the bill.

No goods or services shall be deemed received until such goods are completely delivered and found acceptable by the Department Head. For purposes of determining whether or not payment was made in accordance with this policy, payment in full shall be considered to be made on the date the check for payment was mailed or otherwise transmitted.

When a bill submitted to the Town of Berryville is incorrect or when there is a defect or impropriety in a bill submitted, the respective Department Head shall notify the creditor in writing prior to the date on which payment in full is due. The notice shall contain a description of the defect or impropriety and any other additional information to enable the creditor to correct the bill. Upon receiving a corrected bill, the Town of Berryville shall make payment in full on or before the thirtieth calendar day after receipt of the corrected bill.

**SUBCONTRACTORS:** All Offerors shall include a list of all subcontractors with their proposal. The Town reserves the right to reject the successful Offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the Offeror may replace that subcontractor with another subcontractor subject to the approval of the Town. Any such replacement shall be at no additional expense to the Town nor shall it result in an extension of time without the Town's approval.

A contractor awarded a contract under this solicitation is hereby obligated:

- A) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- B) To notify the Town and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

**PRECEDENCE OF TERMS:** In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**QUALIFICATIONS OF BIDDERS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Town further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**TESTING AND INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

- A) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B) The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:
  - 1) By mutual agreement between the parties in writing; or
  - 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - 3) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided

by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

**TAXES:** Sales to the Town are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, unless otherwise provided in the Invitation for Bid, the name of a certain brand does not restrict bidders to a specific brand, make or manufacturer's name, but conveys the general style, type, character and quality of the article desired. Any article that the Town, in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended shall be acceptable. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

**TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

**NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Unless cancelled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds allocated funds, the town may negotiate with the apparent low bidder to obtain a contract price within allocated funds.

- A) Procedures for negotiations. If the town wishes to negotiate with the apparent low bidder to obtain a contract price within allocated funds, negotiations shall be conducted in accordance with the following procedures:
- 1) The using agency shall provide the director of public works, in the case of construction projects, and the procurement officer, in all other matters, with a written determination that the apparent low bid exceeds allocated funds. Said determination shall be confirmed in writing by the treasurer or his/her designee. The using agency may also provide the appropriate officer/director with a suggested reduction in scope for the proposed purchase.
  - 2) The appropriate officer/director shall advise the lowest responsible bidder, in writing, that the proposed purchase exceeds allocated funds. He may further suggest a reduction in scope for the proposed purchase, and invite the lowest responsible bidder to amend its bid proposal based upon the proposed reduction in scope.
  - 3) Repetitive informal discussions with the lowest responsible bidder for purposes of obtaining a contract within allocated funds shall be permissible.
  - 4) The lowest responsible bidder shall submit an addendum to its bid, which addendum shall include any change in scope for the proposed purchase, the reduction in price and the new contract value.
  - 5) If the proposed addendum is acceptable to the town, the town may award a contract within funds allocated to the lowest responsible bidder based upon the amended bid proposal.

- 6) If the town and the lowest responsible bidder cannot negotiate a contract within allocated funds, all bids shall be rejected.

**INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded as well as any other insurance requirements laid out in the request for bid or proposal. The Town requires minimum insurance amounts as recommended by the Virginia Municipal League. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The Town Manager is authorized to amend coverages and limits as required. Such amendments shall be provided in writing and specifically state that established coverages and limits differ from those provided in the Town's General Terms and Conditions.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

**General services contracts or leases:**

**Commercial General Liability**

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

**Owned and/or Non-Owned Automobile Liability**-\$1,000,000 each accident

**Workers Compensation Insurance** -\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit (unless sole proprietor)

**Excess Liability**-\$1,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

**Minor Construction Contracts (\$99,999.99 or less):**

**Commercial General Liability**

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

**Owned and/or Non-Owned Automobile Liability**-\$1,000,000 each accident

**Employers Liability**-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

**Professional Liability (Errors and Omissions)**-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period (only if consulting or designing is involved).

**Excess Liability**-\$3,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

**Major Construction (more than \$100,000) or Hazardous contracts:**

**Commercial General Liability**

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

**Owned and/or Non-Owned Automobile Liability**-\$1,000,000 each accident

**Employers Liability**-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

**Professional Liability (Errors and Omissions)**-Refer to Risk Manager-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period. Important if designing or consulting is performed).

**Excess Liability**- Refer to Risk Manager-\$5,000,000 each (CGL/AL/EL) occurrence/\$5,000,000 Annual Policy Aggregate

**Professional services contracts:**

**Commercial General Liability**

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

**Owned and/or Non-Owned Automobile Liability**-\$1,000,000 each accident

**Employers Liability**-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

**Professional Liability (Errors and Omissions)**-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three-year extended reporting period.

**Cyber or Identity Breach liability**-\$1,000,000 each identity breach

**Excess Liability**-\$3,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

**Design Professional Services and Surveyors contracts:**

**Commercial General Liability**

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

**Owned and/or Non-Owned Automobile Liability**-\$1,000,000 each accident

**Employers Liability**-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

**Professional Liability (Errors and Omissions)**-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three-year extended reporting period.

**Excess Liability**-\$3,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

The Town shall be a named as an additional insured on any policy obtained by Contractor/ Subcontractor/Vendor/Lessee pursuant to this paragraph. Contractor shall furnish the Town with all Certificates of Insurance that indicate(s) adequate insurance coverage has been obtained. Contractor shall furnish the Town with an additional insured endorsement.

**HOLD HARMLESS AGREEMENT:** Contractor shall attach to each liability insurance policy, with the exception of Worker's Compensation, the following endorsement: "Contractor and all subcontractors shall save Town harmless from any and all claims, damages, liabilities, expenses of litigation, including attorney's fees, and losses arising out of injury to, or death of, any of Contractor's employees or any other person while on or about Town's premises or job site in connection with any matters relating to or arising out of the performance of this Contract. It is understood an agreed that the Contractor is at all times acting as an independent contractor."

**ADDITIONAL REQUIREMENTS:** During the performance of the Work described in the Contract Documents, the Contractor agrees to:

- A) Employment discrimination by contractor prohibited; required contract provisions (see § 2.2-4311 of the Code of Virginia)
- B) Compliance with federal, state, and local laws and federal immigration law; required contract provisions (see § 2.2-4311.1 of the Code of Virginia)

- C) Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth (see § 2.2-4311.2 of the Code of Virginia)
- D) Drug-free workplace to be maintained by contractor; required contract provisions (see § 2.2-4312 of the Code of Virginia)
- E) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- F) 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 subcontractor or vendor.



**Town of Berryville**  
**Vendor Registration/Update**

Please fill out the information below and the attached W-9 form to be registered as a vendor with the Town of Berryville.

Your company's legal name: \_\_\_\_\_

Business Type: \_\_\_\_\_

What kind of products/services does your company offer?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Website: \_\_\_\_\_

Company Address: \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Name of person representing the company: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Payment Method: \_\_\_\_\_ Check \_\_\_\_\_ P-card

**\*If you accept VISA, you are required to accept P-card payments.**

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**For Town Office Use Only**

Certificate of Insurance Required: \_\_\_\_\_ Yes \_\_\_\_\_ No

Contractor's License Required: \_\_\_\_\_ Yes \_\_\_\_\_ No

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.